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**PERFORMANCE-BASED STATEMENT
OF WORK (PBSOW)**

**US ARMY
PROJECT MANAGER TACTICAL RADIOS (PM TR), U.S ARMY,
ABERDEEN PROVING GROUNDS, MD**

Task Order #GST0213CJ0030

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1 INTRODUCTION

The Project Management Office for Tactical Radios (PM TR) is the Army's provider of tactical combat network radios and waveforms to the Warfighter at Brigade. PM TR employs state of the art technologies and waveforms to extend the Department of Defense (DOD) digital voice and data network down to the foxhole. At the same time, the Project Management Office (PMO) is responsible for maintaining a wide range of terrestrial and single channel Satellite Communication (SATCOM) radios that are part of the legacy architecture but continue to be supported throughout their life-cycle: from cradle to grave. PM TR's fielded products are used extensively and successfully in combat today.

By embracing innovation and producing results, PM-TR has become an integral part of the Army Network Integration Evaluation (NIE) and Capability Set exercises (CS XX) technology. PM TR is responsible for fielding a new generation of secure tactical networked radios and their waveforms that are lighter and provide both better communications capability and security for the soldier while managing most efficient production of these vehicular mounted and man portable systems.

The US Army, Project Management Office Tactical Radios (PMO TR) is being established at Aberdeen Proving Ground (APG), Maryland. Orders to stand up the PMO were promulgated in June of 2012. The initial Product Manager (PdM) assigned was PdM Network Systems. In addition, with the disestablishment of Joint Program Executive Office for the Joint Tactical Radio System (JPEO JTRS) and the return of its component PMOs to their respective services, those projects are being assigned to PM TR. As a new organization with limited Government spaces assigned, and with 3 PDMs transferring from the West Coast to the East, PM TR has need to fill numerous Engineering and Technical Assistance positions with Contractor Support.

Currently there are no System Engineer Technical Assistance (SETA) contracts supporting PM TR directly. There is a SPAWAR Services Contract held by the PMOs in California covering support for their operations in California and in MD. This is SPAWAR Seaport Contract : N00178-04-D-4119 DO NS15.

There are two contracts providing support in Aberdeen Proving Ground to PdM Network Systems.

CECOM S3 Contract W15P7T D6 D E403 TO 41 is for Engineering and Programmatic Support, and is shared with PMO System of Systems Integration. TO 41 is shared because it dates back to the time when PdM NS and PM SOSI both belonged to PEO Integration.

CECOM S3 Contract W15P7T D6 D E402 TO 125 For Engineering and Technical Services is held by PM FBCB2 but provides access to PdM NS for its logistics support such as fielding. The FBCB2 contract dates to when PdM NS was assigned to FBCB2. NS does not share this contract but has permission to access based on paying part of the cost of maintaining the contract oversight.

CECOM S3 Contract W15P7T06DE403 TO 41 Expires 18 February 2013. The Prime Contractor is Mantech.

CACI FBCB2 Contract W15P7T D6 D E402 TO 125 Expiration date unknown but is later than Feb/March 2013. The Prime Contractor is CACI. In order to have access to this vehicle, PdM

NS funds FBCB2 for part of the overhead and support.

SPAWAR SEAPORT Contract N00178-04-D-4119 DO NS15 Expires 09 March 2013. The Prime Contractor is SAIC.

Because of the expiration of two of the three supporting SETA contracts in Feb/March 2013, the PM TR has generated the requirement for this Task Order under GSA Alliant to provide an overall SETA support services contract that will be available to all its PDMs and the PMO.

2 SCOPE

The scope of this requirement is to obtain the full range of programmatic, technical, and sustainment Information Technology (IT) support services necessary to assist PM TR and associated Product Management (PdM) Offices in their mission to procure and field tactical radio network communications systems while applying sound program management and acquisition techniques to meet cost, schedule, and performance requirements, at the least amount of risk.

The range of services required spans subject matter expertise in systems engineering, information assurance, and Acquisition programmatic, with skill sets and experience commensurate with the need of the Project Manager Tactical Radios (PM TR) product family to comply with and respond to DOD, Army, Joint, Allied and Coalition requirements including all program planning and acquisition documentation, systems engineering/architecture documentation, cost /financial documentation, and budgetary documentation as mandated by DOD 5000.2 and other applicable regulations and policies. As a part of overall program management, the Contractor may be required to support PM TR in planning for and developing the foundation for potential future Foreign Military Sales (FMS) and direct commercial sales. During task execution, the Contractor may be required to purchase ancillary supplies and consumables that are related to the mission being performed.

3 REQUIREMENTS/TASKS

The range of Task Order services required spans subject matter expertise in IT Centric Program Management, Acquisition Management, Technical / Systems Engineering, Logistics Management, Financial Management, Cost Estimating, Administrative Support, Logistical, and Operations Management support services for the Product and Project Management Office(s) (PMOs) located in San Diego, CA, and Aberdeen, MD. The Contractor must possess skill sets and experience commensurate with the PM TR and associated product family missions to comply with and respond to DOD, Army, Joint, Allied and Coalition requirements including all program planning and acquisition documentation, systems engineering /architecture documentation, cost /financial documentation, and budgetary documentation as mandated by DOD 5000.2 and other applicable regulations and policies. As a part of overall program management, the Contractor may be required to support PM TR in planning for and developing the foundation for potential future Foreign Military Sales (FMS) and direct commercial sales. Furthermore, the Contractor must be able to provide the full range of Lifecycle Acquisition Support. Products under PM TR are developed and procured on an incremental basis.

Travel associated with the tasks described may be world-wide. During task execution, the Contractor may be required to purchase ancillary supplies and consumables that are related to the mission being performed.

3.1 TASK 1. PM TR Program Management Support

The Contractor shall provide IT centric management support to PM TR and the associated product families in the areas described below. All support shall enhance the effectiveness of day-to-day operations, be responded to within the timeframe assigned by the customer, and be professional in quality, form and substance. In most cases, formatting instructions for requested items will be provided by the customer. If no format is specified then Best Commercial practices are acceptable.

3.1.1 Program Management, Strategy, and Planning Support

- A. The Contractor shall coordinate and participate in working group meetings, IPT sessions, in-process reviews, and other meetings. The Contractor shall be responsible for creating all supporting documentation necessary for full participation in the meeting to represent the PMO position. The Contractor shall submit this documentation to the customer for review and approval no later than two days prior to the meeting and revise the documentation as requested. The Contractor shall submit meeting minutes, noting all action items within four days of the meeting.
- B. The Contractor shall provide management support in developing and responding to program data calls, white papers and requests for information from multiple sources related to information systems in general and combat radios in particular. The Contractor shall develop, or request from the appropriate sources, the necessary data to develop, initial and final revisions within the time required to support scheduled deadlines. Support shall meet the schedule and format assigned by the customer. Documents shall be accurate, complete and free of grammatical, typographical and spelling errors, 95% of the time.
- C. The Contractor shall provide Radio Communications and Networking subject matter expertise to the programs for briefs, program plans, presentations, documentation and diagrams in support of the programs, operations and management initiatives. All support shall be prepared in accordance with the applicable Directives or as assigned, and submitted within the requested schedule.
- D. The Contractor shall assist the team to identify and resolve program action items. The Contractor shall evaluate research and submit recommendations to resolve/improve all assigned action items to the customer within 30 days or earlier, if specifically requested.
- E. The Contractor shall compile, track and analyze performance metrics and provide detailed reports, charts and graphs in the format and timeframe prescribed by the customer.
- F. The Contractor shall develop, implement and maintain Contractor management operating policies, process flow charts, procedures and information management used to support

functions, no later than 3 months after effective date of contract. All procedures and processes shall be documented, and the Contractor shall maintain a desk-book of all Contractor's operating procedures and processes used to support all functions. The Contractor shall review and validate/update procedures semi-annually, in January and June of each year. When requested by the Government, the Contractor shall provide a copy of the latest update of the desk-book within 14 days of the request.

- G. The Contractor shall be able to identify and correct internal problems and make recommendations in all aspects of operations contained in this PWS.
- H. The Contractor shall take technical notes as assigned by the meeting planner or customer during all status-related meetings. The Contractor shall provide technical notes shall be typed in the proper format and distributed to appropriate personnel as designated by the Task Manager or customer. Technical notes shall be 95% accurate and completed in the time that is required by customer.
- I. The Contractor shall provide technical and planning support for meetings, conferences and working groups. This support shall include coordination of the meetings, drafting meeting agendas, setup and operation of Video Teleconferencing (VTC) equipment and other audio-visual equipment, taking technical notes, and finalizing and distributing those notes as directed within the schedule established by the customer. Contractor personnel shall have the appropriate level of investigation and/or security clearance for each event. The Contractor will observe and comply with all security provisions in effect at each event.
- J. The Contractor shall coordinate special events, meetings, conferences and work groups. The Contractor shall notify participants, provide agendas, directions and arrange for appropriate equipment. The arrangements shall be made in accordance with the procedures and schedule set by the customer, and all changes/modifications approved by the customer before implementation. Contractor planned events shall be arranged so there are fewer than five verified attendee complaints and the Contractor shall submit a summary event report within the timeframe assigned by the customer. Contractor personnel shall have the appropriate level of investigation and/or security clearance for each event. The Contractor will observe and comply with all security provisions in effect at each event.
- K. The Contractor shall provide analysis support of the PMO metrics program. This will include recommendations of processes to measure and measurement methods, collection of data, and analysis of metrics. The Contractor shall collect metrics monthly and quarterly as required by the reporting schedule. Metrics reports shall be provided in assigned briefing format NLT the 20th of the following month.

3.2 TASK 2. System Engineering Support

- A. The Contractor shall provide IT centric systems engineering and integration subject matter expertise on Tactical Radio Systems to include: review of existing engineering/technical procedures and revision; system performance / functional specifications; development and/or implementation of engineering/technical processes; Concept of Operations (CONOPS)

definition based on multi-service liaison; JTRS architecture and design based on CONOPS, technology, budget, interoperability, and other relevant considerations; Hardware (H/W), software (S/W), cryptographic, and waveform requirements to implement architecture and design; technical data metrics; and test planning, coordination, oversight, analysis, and reporting. All applicable deliverables shall be provided to the customer within the timeframe assigned and in the format required by the customer.

- B. The Contractor shall provide subject matter expertise for technical assessments and studies related to architectures, designs, and products. The Contractor shall assess the progress and risk in pre-System Design and Demonstration (SDD), SDD and production efforts, as applicable, on the Programs and provide recommendations per Best Practice standards as specified by the customer. The Contractor shall report progress to the PM TR Technical Director or appropriate product line Integrated Product Team leads and shall prepare final briefings to the PM TR in conjunction with timelines specified by the customer.
- C. The Contractor shall provide subject matter expertise in the following areas: analysis and assessments on PM TR and related programs, to include customer platform based IT systems; requirements analysis and configuration control; Capability Development Documents (CDD); Roadmaps; Net Ready Key Performance Parameters (NR-KPP); Global Information Grid (GIG) Key Interface Profiles (KIPs); Analysis of Alternatives (AoA) and resulting technical recommendations; planning and scheduling; and Global Information Grid (GIG) Compliance, technical architecture development and review, support of Integrated Architecture Product (SIAP) integration evaluation, and Contractor design evaluations. Active participation at various engineering and programmatic meetings shall be required. All applicable deliverables shall be provided to the customer within the timeframe assigned and in the format required by the customer.
- D. The Contractor shall provide knowledge and experience in robust and disciplined IT and radio frequency (RF) engineering policies and procedures for the procurement and sustainment of systems, sub-systems, components, processes, equipment, and technology insertion or planning as directed by the task order.
- E. The Contractor shall assist in translating DOD user requirements into system requirements which shall be used to design, develop, fabricate, test, and evaluate radio systems, subsystems, and equipment.
- F. The Contractor shall perform IT-centric technical and mission analyses of operational requirements, assist in developing system concepts, and perform technological and trade-off study assessments of proposed radio system designs and provide recommendations.
- G. The Contractor shall assist in reviewing the overall system design baseline (architecture and interoperability) requirements.
- H. The Contractor shall review and provide comments on specifications, including systems, system segments, components, equipment specifications, and Interface Control Documents

(ICDs) submitted by the weapon system Contractor or other DOD agencies involved in the program.

- I. The Contractor shall support and conduct engineering performance, effectiveness, cost effectiveness, cost performance, life-cycle cost, producibility, maintainability, supportability, reliability, technical and schedule risk assessment, and scheduling trade-off studies and document this information in a technical report as directed by the task order. The Contractor shall support and conduct systems analyses to include radio system design or design feasibility and state-of-the-art assessments.

3.2.1 Systems Integration

The Contractor shall support the development of radio system integration plans. This support shall include the review of ICDs, participation on appropriate Interface Control Working Group (ICWG) activities, tracking status of ICD development and problem resolution, review of integration test plans, procedures, and data, and support of special studies to define alternative interface and integration approaches.

3.2.2 Network Management Support

The Contractor shall provide IT centric network management subject matter expertise to include: user identification and consultation; Information Exchange Requirement (IER) analysis; spectrum management; interoperability and interface recommendations; Oversight, verification, and validation to ensure compliance with: voice and data architecture; network design; and H/W & S/W specifications and wave form standards. All applicable deliverables shall be provided to the customer within the timeframe assigned and in the format required by the customer.

3.2.3 Software Engineering Support

The Contractor shall provide knowledge and experience necessary in software management, acquisition strategies, risk, technical insight, policies, and procedures in support of radio communication systems. The Contractor shall review, analyze, and evaluate software requirements and software development plans to support radio systems. The Contractor shall also review and evaluate software metrics to determine the health of the software development effort. The Contractor shall review, evaluate, and report on the correctness, completeness, adequacy, and status of software test procedures, plans, schedules and results. The Contractor shall assist with qualification or acceptance processes as directed by the task order.

- A. The Contractor shall define and analyze detailed requirements, conduct software design and coding, conduct testing, validation and verification.
- B. The Contractor shall provide software cost estimation, risk analysis and life cycle analysis for new software application development.
- C. The Contractor shall provide sustaining engineering for all operational radio systems. The Contractor shall provide maintenance builds for flight support, COTS upgrades, technology

upgrades, and any necessary upgrades due to commercial-of-the-shelf (COTS) deficiencies. The Contractor shall perform software design and development to support changing ICDs, changing vehicle requirements, problems encountered during flight, and external changes to the requirements.

- D. The Contractor shall perform design and development activities for upgrades to existing communications systems, mission specific requirements, and new programs to be supported by the facilities. The Contractor shall deliver maintenance software builds and new software builds as specified in the build definition for each project, and be responsible for the installation and integration of developed, procured or provided systems within the facility. The Contractor shall perform build management functions for software deliveries to include determination of build content and schedules, and maintenance of the build definition.
- E. The Contractor shall provide administrative support to software integration build and test activities, such as cataloging internal problem reports and code check-in documents and preparing documentation that accompanies a delivered build. The Contractor shall provide resource management of the computer hardware and software used by the software engineering organization for developmental integration and test and for making software builds. The Contractor shall establish architectures for development activities, for developmental integration and test activities and for software build activities. The Contractor shall prepare architectural diagrams of the development, test and integration environments.
- F. The Contractor shall provide fault isolation, determination and analysis, and identify proposed changes.
- G. The Contractor shall perform software test and integration to ensure the performance and functionality of the PM TR systems on equivalent or completely operational platforms. The Contractor shall use software test and integration methodologies that define standards and procedures to ensure complete, consistent meeting of functional requirements. The Contractor shall define, develop and execute all test software and data necessary to support system and subsystem testing, and ensure the correction of any discrepancies identified during verification activities. The Contractor shall develop test and integration reports including impact analysis of faults found.
- H. The Contractor shall provide subject matter expertise to include: software quality assessments of product software; participation in the establishment of a repository for program products; participation and support the system engineering Integrated Process Teams (IPT) and technical working groups; engineering advisory support for process and engineering efforts, preparing program and technical management plans, processes, and procedures; develop and implement overarching and effective processes in key technical areas (e.g., requirements, configuration control, and risk management); support the establishment and maintenance of an Integrated Master Schedule (IMS) capability; systems engineering requirements analysis, trade-studies and architectural analyses; information assurance (IA) engineering advisory support for Information Assurance (IA) policy, process, and engineering efforts; interoperability and supportability of IT and National Security Systems; assistance in the development of technical status briefs; and perform ongoing knowledge management and analysis efforts in support of the sustainment and maintenance

of the collaborative environment. All applicable deliverables shall be provided to the customer within the timeframe assigned and in the format required by the customer.

3.2.4 Hardware Engineering Support

The Contractor shall provide hardware engineering and integration subject matter expertise relevant to radio communication systems including: conduct system performance studies, recommend appropriate changes to eliminate potential system bottlenecks, resource conflicts, and system overloads. The Contractor shall perform capacity analysis of existing computational, storage and telecommunication systems and supporting resources to ensure that systems performance is compatible with specific system requirements. The Contractor shall provide capacity planning recommendations based on analysis and changes in requirements and technology.

- A. The Contractor shall provide hardware engineering for all voice, video, computer, and data communications equipment developed under the PM TR Program Offices.
- B. The Contractor shall isolate problems in systems and effect proper resolution.
- C. The Contractor shall provide risk analysis and management that includes continual identification and assessment of technical, schedule, cost, security and organizational risks involved with the operation of systems.
- D. The Contractor shall perform technology assessments, IT system upgrade analysis and test, concept prototyping, product evaluations, and human/computer interface evaluations.

3.2.5 Test & Evaluation (T&E) Management Support

The Contractor shall provide the expertise to assist in the designing, planning, execution, analysis, reporting, and documentation during any phase of test and evaluation programs to assess the performance of tactical radio systems, subsystems, components, and equipment.

- A. The Contractor shall prepare, maintain, update, and review a full range of test and test-related documentation for specification and performance requirement compliance, conformity with mandatory guidance, and recommendations for improvement. The Contractor shall provide recommendations on integrated data, processing software, and analysis considerations. The Contractor shall recommend, assess, and analyze test and evaluation strategies, requirements and objectives. The Contractor shall perform trade off studies and recommend alternative test strategies and approaches to the Government.
- B. The Contractor shall provide assistance in recommending and assessing test data requirements to meet program test objectives within program cost and schedule constraints. The Contractor shall propose and coordinate detailed test plans and programs to include determination of objectives, schedules, and cost.

- C. The Contractor shall participate in Integrated Test Teams (ITTs), Test Readiness Reviews (TRRs), and other test related program events. The Contractor shall use analysis results to recommend changes in testing techniques, procedures, and to identify potential areas for further investigation.
- D. The Contractor shall assist in the determination of capability and availability of major DOD and civilian test resources and facilities. The Contractor shall assist in scheduling and securing required test resources in support of project and program office objectives. The Contractor shall monitor, assess status, and report on Test and Evaluation (T&E) efforts of all types of systems.
- E. The Contractor shall provide engineering support for survivability and vulnerability analysis, Electromagnetic Pulse (EMP), Electromagnetic Interference (EMI), Electromagnetic Compatibility (EMC), Emissions Security (EMSEC), and any other analysis as directed by the task order.

3.2.6 Configuration Management (CM)

The Contractor shall provide Configuration Management (CM) functions in accordance with the program's Configuration Management Plan. The Contractor shall provide CM services to include configuration identification, change control management, and maintenance of the existing documents and software libraries under program CM control as well as the management and performance of configuration audits.

A. Hardware Systems

In performance of the hardware systems CM, the Contractor shall ensure version control and definition and provide trace ability of version history. The Contractor shall maintain, and improve as necessary, configuration control of the hardware supporting development or mission operations.

B. Software Systems

The Contractor shall maintain, and improve as necessary, configuration control of the software and systems under development as well as those supporting mission operations. The Contractor shall prepare software builds for integrated development testing and for delivery, and provide accessibility control, traceability of build and version history, and definition control of executable operational configurations. The Contractor shall ensure that technology transfer and export documentation, rules, and regulations have been completed for each version of software.

C. Data Management

The Contractor shall provide data management services to include document, data, and library management, status accounting, database management and maintenance, change board administrative services and configuration of PMO websites.

3.2.7 Manufacturing Systems Engineering

The Contractor shall translate operational requirements into radio system design and fabrication objectives, determine suitability (stability and capability) of existing and proposed manufacturing processes for application to complex emerging product designs, and determine variation reduction in manufacturing and assembly operations.

3.2.8 Industrial Engineering

The Contractor shall provide engineering support to include requirements development, manufacturing specifications development, plant layout, development of methods to improve productivity, design for manufacturability and product quality, and process control.

3.2.9 Reliability and Maintainability (R&M)

The Contractor shall evaluate the effectiveness of Reliability and Maintainability (R&M) processes to ensure the user's R&M requirements are clearly defined and achieved and are subsequently used to develop a Reliability Centered Maintenance (RCM) program as directed by customer.

3.2.10 Manufacturing Support

The Contractor shall provide manufacturing support and be knowledgeable of the principles, criteria, procedures, and innovative approaches as they apply to the development and production of complex IT communications products. Manufacturing support tasks include interpreting, organizing and executing projects that affect manufacturing or manufacturing processes. Tasks may also include interpreting and analyzing key indicators such as equipment downtime, control charts, product yields, and equipment component failures to determine opportunities for improving performance and development of resulting data or other manufacturing support tasks as directed by customer.

3.3 TASK 3. Acquisition, Administration, and Logistics Management

- A. The Contractor shall provide acquisition management support services for PM TR. The Contractor shall be capable of providing methods, processes, and tools to strive for cost, schedule, and performance efficiencies. The Contractor shall be able to identify and correct problems, and make recommendations as they relate to acquisition management. Final work products shall have no programmatic errors, no spelling or grammatical errors, and no technical errors.
- B. The Contractor shall provide documentation, processes, and draft policies to support PM TR acquisition management initiatives. Contractor work products shall conform to the Directives identified in the RFQ, best Commercial Practices and be delivered by the date assigned by the customer.
- C. The Contractor shall assist Project Managers in the development, documentation and

maintenance of acquisition strategies, strategic plans, and other formal acquisition documentation. Contractor work products shall conform to the Directives identified in this RFQ, best Commercial Practices and be delivered by the date assigned by the customer.

- D. The Contractor shall assist program offices in reviewing acquisition documentation, and advising the Task Manager on acquisition policy and procedures. The Contractor shall complete reviews within the time assigned and work products, if requested, shall be delivered by the required date, and comply with the Directives identified in the RFQ and best Commercial Practices.
- E. The Contractor shall provide Subject Matter Expert (SME) support to the PM TR staff regarding ACAT Milestone Decision project management and planning activities. The Contractor shall be able to identify programmatic developmental deficiencies and make recommendations accordingly. The Contractor shall assist in identifying and resolving related action items. All Contractor support and recommendations shall be in accordance with the Directives identified in the RFQ and best Commercial Practices.
- F. The Contractor shall assist Project Managers and staff in the development of acquisition strategies, strategic plans, and other formal acquisition documentation, appropriate for all phases of the programs. Work products shall be delivered by the required delivery date, and comply with the Directives identified in the RFQ and best Commercial Practices.

Acquisition Work Products	Frequency
Procurement Packages	As required
Prompt Payment Certification	As required

- G. The Contractor shall support contract documentation planning and preparation (e.g., Requests For Proposal (RFP), Requests For Quote (RFQ), Task Requirements Notices (TRN), Statements of Objectives (SOO), Statements of Work (SOW), and Service Level Agreements (SLA)). Work outputs shall meet the requirements of the Federal Acquisition Regulation as supplemented by all applicable Department of Defense policies and shall be provided within the timeframe assigned by the customer.
- H. The Contractor shall support execution of contracts to include preparation of procurement packages, contract modification requests, and prompt payment certificates. Procurement packages, contract modification requests, and prompt payment certificates shall be provided to the customer within the timeframe assigned and in the format required by the customer.
- I. The Contractor shall provide Integrated Logistic Support (ILS) subject matter expertise to support: ILS Baseline (B/L) documentation; development and maintenance of relationships with DOD logistics commands; ILS planning, scheduling, budgeting management; review of existing ILS procedures and revision, development, and/or implementation of ILS processes as required; full Life Cycle Support management; Training Program Management; Bill of Material (BOM) Management; Performance Based Logistics Implementation; Provisioning and Sparing analysis and recommendations; Operations and Maintenance

(O&M), Manual development and management; development and oversight of inventory and distribution concept; and technology refreshment management. The Contractor shall support fielding activities after MS C. All applicable deliverables shall be provided to the customer within the timeframe assigned and in the format required by the customer.

3.3.1 Cost Estimating / Financial Management Support

The Contractor shall provide financial and cost management support services for PM TR. The Contractor shall be able to identify and correct financial problems, make recommendations, and prepare processes and tools to prevent and correct financial and accounting errors. The Contractor shall be capable of providing methods, processes, and tools to strive for cost, schedule, and performance efficiencies. The Contractor shall be capable of preparing and/or reviewing detailed cost analyses. Final work products shall have no accounting or calculation errors and no spelling or grammatical errors. Contractors shall be proficient with: Microsoft Office (Excel, Word, PowerPoint, and Access), Acquisition Management Automated System (AMAS), Procurement Desktop Defense (PD2), intranet Resource Allocation and Planning System (iRAPS), Standard Accounting and Reporting System (STARS), Standard Army Finance Information System (STANFINS), Program Budget and Accounting System (PBAS), Army Knowledge On-line (AKO), Program Optimization & Budget Evaluation (PROBE), Procurement and R&D (P&R) Forms - Army Budget Data Base, Database Commitment Accounting System (DBCAS), Select and Native Programming – Information Technology (SNAP-IT), wInsight, System Evaluations and Estimation of Resources Software Estimation Model (SEER/SEM), SEER Hardware (SEER-H), Parametric Review of Information for Costing and Evaluation (PRICE), Automated Cost Estimating Integrated Tool (ACE-IT), Acquisition Portal and associated acquisition/financial applications, Government Funding Enterprise Business System (GFEBS), and Navy Enterprise Resource Planning (ERP).

- A. The Contractor shall assist in the consolidation and review of Program Objective Memorandum (POM) inputs, including POM briefing packages. The Contractor shall consolidate and review POM exhibits (initial, drafts, and final) within the time required to support program schedules. The Contractor shall compile and maintain POM data and shall track, maintain, and update POM documentation and data throughout the budget cycle. Documentation shall be prepared in accordance with the POM standards and applicable Directives and submitted to the customer within the timeframe assigned.
- B. The Contractor shall support the DOD POM process, including Sponsor Program Proposal (SPP) preparation and “what-if” scenarios for associated Programs. POM submissions include the gathering, consolidation, and validation of requirements from all organizations associated to support Government preparation of current and out-year spend plans. All information compiled to support the POM process shall be provided to the customer within the timeframe assigned for POM submission in the format prescribed by the customer.

POM/PR Work Products	Frequency
POM Briefing Packages and Backup	Annual plus 3 updates as required

POM Executive Summary	Annual plus 3 updates as required
POM Consolidation Reports	Annual plus 3 updates as required

- C. The Contractor shall coordinate and/or draft budgetary impact statements. The Contractor shall prepare impact statements (initial, draft, and final) in accordance with PMO guidance, as applicable, within the time required to support schedules. Documentation shall be prepared in accordance with the impact statement standards provided by the customer. Consolidation and review of impact statements shall be performed within the time required to meet schedules.
- D. The Contractor shall support initial preparation and updates to budget data calls as required by applicable Comptrollers, Office of the Secretary of Defense (OSD) Staff, Congress, General Accountability Office (GAO) and other external entities as appropriate. The Contractor shall provide budgetary information in support of data calls. The Contractor shall prepare responses to budgetary data calls within the standards and time frames requested to support schedule deadlines.
- E. The Contractor shall support the programs in the following activities: defend budgets; respond to Comptroller budget review questions, drills and supplemental inquiries; respond to Congressional requests for information; and prepare briefings for the PM TR, PEO and external authorities. Budget support must be completed within the assigned timeframe and meet the technical and quality requirements assigned by the customer. Documentation shall be prepared in accordance with the customer requested data call standard

Budgetary Work Products	Frequency
Controls Tracking	Three cycles per year (Army and Navy FMB, OSD, PB)
Executive Controls Summary	Three cycles per year (Army and Navy FMB, OSD, PB)
Budget Exhibits	Three cycles per year (Army and Navy FMB, OSD, PB)
Impact Statements	Up to two per budget cycle and five per Congressional review period
Congressional “Plus Up” Release Papers	Annually, as required
Budget Questions and Answers	Up to three annually, as required
Midyear Exhibits and Justification	Annual

- F. The Contractor shall coordinate compilation of execution data, analysis and updates in support of monthly reports, Service mid-year reviews, and external execution status requests/reviews. The Contractor shall prepare midyear and program review analysis and documentation within the time required to support scheduled deadline. Documentation shall be prepared in accordance with PM TR and associated product families, PEO and Comptroller standards.
- G. The Contractor shall prepare and maintain current execution spend plans for prior year, execution year and future years. The Contractor shall prepare detailed spend plans, both initial and revisions as prescribed by the customer's reporting requirements, within the time-frame required by the customer. The Contractor shall maintain up-to-date spend plans that reflect the most recent information reviewed. Spend plans shall be in accordance with requirements as prescribed by the customer and shall be maintained in all applicable planning and financial systems.

Execution Work Products	Frequency
Monthly Status Brief	Monthly
Execution Status Reports	Monthly
Travel Execution Status Reports	Monthly
Tri-Annual Review	Three times per year
Action Item Tracking Report	Weekly
Spend Plans	Base plus weekly updates as required
Monthly Status Review Analysis Report	Monthly
Obligation Phasing Plan	Annual plus updated monthly projections

- H. The Contractor shall draft / initiate financial execution transactions within all applicable financial systems for customer approval. The Contractor shall be expert in all required systems. The Contractor shall coordinate with all applicable Comptroller organizations and the Defense Finance and Accounting Service (DFAS) for posting and reconciliation of commitment, obligation and expenditure data.
- I. The Contractor shall conduct, coordinate, and evaluate Acquisition Category (ACAT) level cost analyses consistent with OSD Cost Analysis Improvement Group (CAIG), Air Force Cost Analysis Agency (AFCAA), Army Cost and Economic Analysis Center (CEAC), Navy Center for Cost Analysis (NCCA), and PMO standards, processes and procedures. The Contractor shall be proficient in all required methods and tool sets for OSD level staff and all Services. The Contractor shall be expert in the creation and/or evaluation of Cost Analysis

Requirements Documents (CARDS) and all applicable types of cost models (e.g., parametric, historical, engineering estimates, etc.). The Contractor shall assist in the evaluation of ACAT II, III or IV cost estimates, to include all applicable documentation. The Contractor shall provide subject matter expertise in DOD formal cost analyses procedures and be proficient in cost related statutes, regulations and policies. The Contractor shall ensure that all cost deliverables meet the time and quality standards prescribed by the customer.

- J. The Contractor shall provide support of all Earned Value Management (EVM) activities consistent with the EVM Guide and DOD policies. The Contractor shall provide an assessment of cost and schedule performance and indicate areas that need management attention. The Contractor shall provide a forecast of cost at completion. The Contractor shall participate in Integrated Baseline Reviews (IBR) and provide reporting on assigned areas.

3.3.2 Administrative Support

The Contractor shall provide administrative support services for the PM TR and associated product families. Final work products shall have no spelling or grammatical errors in the final work product submissions. Contractors shall be proficient with Microsoft Office (Outlook, Excel, Word, and PowerPoint).

3.3.3 Knowledge Management Support

The Contractor shall provide website administration support to maintain PMO websites and/or VPO and ensure configuration management of data. The Contractor shall review the content; recommend changes and post/remove documentation to the site as assigned. The Contractor shall maintain the authorized access list in accordance with policy and be responsible for adding and deleting users from the access list as approved by the Operations Director. The website shall be 98% current at all times, and new information shall be posted within one day of receipt.

3.3.4 Document Tracking

The Contractor shall track all document due dates, sending out reminder notices no later than two days before the documents are due. The Contractor shall follow-up on all reminder notices on the day the document is due to ensure due dates are met. The date the document is received by the Contractor shall be documented.

A. Research and Documentation

The Contractor shall investigate, conduct surveys and compile statistics necessary to prepare reports, correspondence, messages and memoranda within the timeframe required by the customer. Background research will be coordinated in such a manner as to minimize disruption within the office, while ensuring the proper information is gathered and compiled in order to meet the required schedule.

B. Documentation

The Contractor shall be responsible for the collection, organization, filing and retrieval of all program office documentation, including reports, correspondence, messages, meeting minutes, memos and all other incidental documentation associated with official business. All documentation shall be promptly filed in accordance with local procedures as appropriate.

C. Personnel Calendars

The Contractor shall maintain and update calendars for the PMO Personnel, as requested, and show all pertinent commitments including travel, meetings, vacation, and action due dates as appropriate. Calendars shall be updated within 30 minutes of notification of an event as directed by the authorized individual.

D. Event Calendars

Contractor shall maintain and update the PM TR and associated product family events calendars as assigned. Calendars shall show all events, major program and project due dates, and other significant activities as directed. The office calendars shall be updated within 30 minutes of notification as directed by authorized authority.

E. Conference Room Calendars

The Contractor shall maintain assigned conference room calendars, and shall serve as the single point of contact authorized to schedule and reserve assigned conference rooms. Conference room calendars shall be updated immediately upon receipt of an authorized request.

F. Graphics Support

The Contractor shall provide support with the preparation and development of graphics, briefings and multimedia presentations. Preparation shall include creating illustrations, diagrams, and charts, as directed by designated personnel. Material shall be prepared in accordance with PM TR and PEO formats, free of errors, and submitted according to the schedule of the customer.

G. Correspondence Support

The Contractor shall provide support to draft, prepare, edit and coordinate various reports, briefs, papers, and other written documentation required, using applicable DOD correspondence standards for guidance. Documents shall be free of errors in spelling, grammar, punctuation and in the proper format specified by the customer. Documents shall be finalized and submitted on schedule as required by the customer.

H. Advanced Clerical Duties

The Contractor shall perform a variety of advanced clerical duties to assist with the proper management. These duties include use of the advanced features in the provided software to perform data and statistical analysis of information and the ability to transform this information

into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the customer.

I. Record and Process Technical Notes

The Contractor shall take technical notes as assigned by the meeting planner. The notes shall be typed in the proper format and distributed to appropriate personnel as designated by the customer. Technical notes shall be 95% accurate and completed in the time that is required by the customer.

J. Mail

The Contractor shall receive, open, review and route incoming mail. Mail shall be identified as action and non-action as appropriate, and routed to the appropriate individual no later than 0900 each working day.

K. Shipping

Contractor shall prepare outgoing correspondence and documents for mailing, including proper addressing and postage. Contractor shall prepare the mailing container, as necessary, including properly packaging and marking classified material for mailing as directed, in accordance with current DOD, Army and Navy requirements. Envelopes and mailing labels shall be prepared in accordance with postal regulations and the Standard Navy Distribution List (SNDL). The Contractor shall research and confirm the proper address before mailing. Addresses shall be 100% accurate, and include the proper return address.

L. Route Slips

The Contractor shall prepare route slips for all action correspondence, annotate the correspondence control log, and file the route slips by close of business on the day received.

M. Suspense Files

The Contractor shall monitor correspondence suspense files, updating them as correspondence is processed, and notify the appropriate program office of overdue action items, and prepare a weekly reminder for routing to the appropriate offices on Thursday at 1300.

N. Executive Read File

The Contractor shall prepare an Executive read file of outgoing correspondence in accordance with originator instructions, and provide this file to the reviewing official by 1600 on business days or as necessary.

O. Serialized Correspondence

The Contractor shall maintain a master list of serialized correspondence, including serial number,

subject and date. The Contractor shall provide sequential serial numbers as requested. This list shall be kept current at all times, with 100% accuracy, and available at a common location for easy access.

P. Correspondence File

The Contractor shall maintain a correspondence file. The file will be reviewed quarterly and purged of obsolete documents. When necessary the Contractor shall prepare required destruction certificates and deliver the documents to the authorized destruction Contractor, or destroy and certify destruction as necessary.

Q. Classified Material

The Contractor shall comply with all security regulations and instructions concerning handling and storage of classified material under their control. Classified material shall be inventoried annually by Government authority, with no inventory discrepancies allowed.

R. Planning Support

The Contractor shall provide technical and planning support for meetings, conferences and working groups. This support shall include coordination of the meetings, drafting meeting agendas, setup and operation of Video Teleconferencing (VTC) equipment and other audio-visual equipment, taking technical notes, and finalizing and distributing those minutes as directed within the schedule established by the customer.

S. Meeting and Conference Services

The Contractor shall coordinate special events, meetings, conferences, and work groups. The arrangements will be made in accordance with the procedures and schedule set by the customer. The Contractor shall notify participants, provide agendas, directions, and arrange for appropriate equipment. The Contractor shall make the arrangements at the meeting planner's request. The arrangements for the above events are to be made within the customer's timeframe and to their satisfaction. Event reports are due ten (10) working days after the event. These events shall be planned, coordinated and executed with 95% accuracy and in the time required according to the customer.

T. Travel Planning

The Contractor shall schedule and coordinate civilian and military travel plans, including arranging transportation, lodging, and rental car reservations as requested and within the assigned timeframe required by the customer. Travel arrangements shall be accurate and conform to the most current Joint Travel Regulation. When finalized, the Contractor shall furnish both a paper and electronic travel itinerary to the customer.

U. Travel Vouchers

The Contractor shall prepare travel vouchers for civilian and military staff using the Defense

Travel System (DTS). This includes reviewing travel vouchers and correcting errors if necessary. Errors are to be reported immediately to the appropriate staff as appropriate. Vouchers shall be prepared in accordance with the Joint Travel Regulation.

V. Message Reception/Routing

The Contractor shall access and monitor the SIPRNET/NIPRNET site at a minimum of three times daily, on normal business days. These times shall be prior to 0800, between 1100 and 1400 and between 1600 and 1730. Message traffic shall be received, copied, summarized and routed to the appropriate personnel within one hour.

W. Message Drafting

The Contractor shall create a draft message based on verbal or written input, into proper DOD message format for release. The draft message shall be free of spelling, grammatical and syntax errors, and checked for appropriate Plain Language Addresses (PLADs) and returned to the customer for authorized release. If necessary, the Contractor shall revise the message as indicated from verbal or written comments, and release the message when authorized. Routine messages shall be prepared for release within a half day of the request; revisions shall be made within one hour. Priority message traffic and above shall be prepared and released within the shortest practical time, not to exceed 30 minutes.

X. Message File

The Contractor shall file a copy of all outgoing and incoming messages in date time group order. Messages shall be properly filed on the day of receipt.

Y. Maintain Assigned Equipment

The Contractor staff shall ensure the office printers, copiers and facsimile machines are stocked with toner and paper as necessary, clear paper jams and empty the classified shredder as necessary. When required, the Contractor staff shall call for office equipment repair and support services.

Z. Administrative Supplies

The Contractor staff shall ensure that administrative supplies are inventoried and maintained at adequate levels, issue supplies to the office personnel. The Contractor shall prepare and present the Government ordering person a required supplies list on a monthly basis, or sooner if necessary, and assist in ordering and restocking of the supplies.

3.3.5 Operations and Maintenance (O and M) Support

A. System Installation and Fielding Support

The Contractor shall provide on notice Fielding Team(s) to conduct Total Package Fielding (TPF) for PM TR. Teams shall have the expertise to perform the fielding tasks. Teams shall be capable of providing a pre-fielding in briefing and a post fielding out briefing to the fielded unit. Team members shall have experience with TPF, Army materiel management/logistics support, the Army Property Accountability system, fielding planning, New Equipment Training (NET), and requirements documentation/development. Fielding team members should be familiar with PM TR products and/or similar systems, such as the Tactical Radio Communications System (TRCS) and Single Channel Ground and Airborne Radio System (SINCGARS).

B. Field Service Representative Support

The Contractor Field Service Representatives (CFSRs) must be capable of deploying to user locations. CFSRs must be capable of performing analyses of system operations, have knowledge of, and experience in the operations of the system hardware and software components. They must have experience in fault detection, isolation and correction of RF systems and components. They must be capable of routine system maintenance and analysis functions including hardware configurations; adding, removing and replacing hardware components, use of hardware and software diagnostic tools; reading electronic circuit schematics. CFSRs shall interact with the customer as the equipment Subject Matter Expert in the field. CFSRs shall perform as liaison with the Contractor's engineering and logistics organization to troubleshoot and resolve technical and logistics issues in the field. CFSRs will report equipment issues to the technical staff for analysis and resolution.

4 DELIVERABLES AND REPORTS

A. Cost and Schedule Reporting. For each task, the Contractor shall use a schedule reporting and analysis system and shall employ a cost information and management system. The Contractor shall make available to the Government the cost and schedule data it maintains during the course of the program.

B. Other deliverables as described in this RFQ in either draft or publication quality.

4.1 Monthly Technical Status Reports.

The Contractor shall provide monthly Technical Status Reports (TSR) to the GSA Contracting Officer (COR). Reports will be delivered on or before the 10th working day following the end of each month. The TSR shall include all information stipulated within the Tasks identified in this Section. Monthly TSR's will also include at a minimum any accomplishments during the current reporting period, accomplishments planned for the next reporting period and any issues affecting progress or performance capability. This report shall be posted to the task order within the GSA ITSS systems (it-solutions.gsa.gov). In addition, the monthly TSR shall address each of the following areas, as applicable to each reporting occasion:

- Task Information:
 - GSA contract number and Project number
 - GSA COR assigned
 - Accounting Control Transaction (ACT) number and reporting period

- Client agency and location
- Brief task description
- Reporting Period Information
- For each employee
 - Name
 - Skill level
 - Regular and overtime hours worked (denoting on or off site)
 - Cumulative regular and overtime hours worked
- Costs: staff hours and funds expended per month, per task and per subtask. This information shall also be rolled up into quarterly, semi-annual, and annual usage; Only applicable to the T&M portion of this requirement;
- Schedule information;
- Identification of program, task, and subtask managers and other personnel and all changes to these personnel;
- Current month's and quarter's activities and accomplishments, actual manpower hours expended vs. plan, year-to-date contract actual costs vs. plan, and forecasted expenditures in the detail specified by the COR; Only applicable to the T&M portion of this requirement;
- Complete explanations of quarter cost variances greater than ten (10) percent (positive or negative) for plan vs. actual as well as schedule variances greater than two weeks at the task and project levels;
- Plans and recommendations for future priorities and activation of work items;
- Requirements Traceability; and
- Quality assurance, configuration management, and security management being applied to the effort.
- Problem areas / areas for discussion.
- Trace effort being reported to applicable section of the PBSOW.
- Description of any travel or unique services provided.
- A narrative review of work accomplished during the reporting period and significant events.
- Items purchased for the Government.
- The contractor shall notify the Government when 75 % of the obligated funds on the task have been expended.
- Other relative information as necessary.

The contractor shall also provide a rolled-up summary of the task order to date. The contractor shall also reconcile within the monthly report the above contractor-provided information with each invoice such that they can be matched month by month.

In addition to the above, the contractor shall document task order services provided, issues, and progress. The reports will detail contractor activities during the reporting month and plans for the following two months. The report(s) will include a summary of work performed and deliverables completed, current or projected problems and issues and their resolution, an explanation of deviations from the previous month's projections, and any recommendations

related to the effort. The reports will contain a listing of any Travel identified in the task order. This report shall analyze the current task order and provide task order accounting information.

4.2 Quality Control Plan (QCP)

The offeror shall describe the quality control procedures which will be carried through the contract to ensure that services conform to the contract requirements.

One copy of a comprehensive written QCP shall be submitted to the Contracting Officer and COR within 10 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his Quality Control system.

The contractor shall institute and maintain a capability to ensure the quality of the products and services required under this task order. The contractor shall apply performance expectations listed in the Performance Requirements Summary.

Quality assurance practices in program management plan to include, at a minimum, identification of quality control factors and processes, evaluation methods, and process improvement.

4.3 Transition Plan/Services

To minimize a disruption in performance and prevent possible negative impacts on services, the Government may require the Contractor to present personnel during a thirty (30) day phase in/phase out periods. During the phase in period, the Contractor will become familiar with performance requirements in order to commence full performance of services on the task order award date.

4.4 Transition-In Services

Transition-in services shall occur from date of award and shall last an estimated 30 days. The Project Transition-In Plan shall identify points-of-contact (POC) for liaison between the Government, the prime contractor, and other contracted industry partners to ensure a proper and orderly transition and transfer of services and assets between the parties cited. The Draft Project Transition-In Plan shall communicate the contractor's transition strategy in the contractor's written technical proposal (Section 12.4). The Final Project Transition-In Plan shall reflect any changes, additions, or revisions as required by the Government and shall be delivered NLT three (3) working days after the Kick-Off Meeting.

4.5 Transition-Out Services

The contractor shall also prepare and execute a Transition-Out Plan that details the contractor's transition-out strategy at the end of the task order's period-of performance (PoP). The Transition-Out Plan shall be delivered to the Government no later than (NLT) thirty (30) days prior to the end of the PoP. The Transition-Out Plan shall be updated as required at the end of the task order PoP.

4.6 Project Management Plan (PMP)

When ordered, the contractor shall develop and maintain throughout the task order period of performance, a Project Management Plan (PMP) that shall be used as a foundation for information and resource management planning. The contractor shall deliver the PMP to the Government within 15 work days after Task Order award.

The PMP shall include, but not be limited to, the following:

- Status of current and planned tasks and subtasks
- Base schedule overlaid with actual schedules, for each task
- Project Organization
- Project Transition Processes and Schedule
- Work Breakdown Structure (WBS)
- Process Management and Control
- Overall Organizational Structure
- Project Responsibilities to include process flowcharts for all major tasks
- Task dependencies and interrelationships
- Contractor personnel assignments and duration (Staffing Plan)
- Updated Deliverable Schedule (based on solution)
- Deliverables (draft, interim, final, etc.),
- Contingency Plans (where appropriate),
- Contractor travel information
- Quality Control plan
- Risk Management plan
- Subcontract Management (organization of personnel, software and hardware)
- Monitoring mechanisms including Program Metrics for controlling labor hour costs
- Automated Tools, Techniques, and Methods

The contractor shall keep the PMP up-to-date, be accessible electronically at any time, and be prepared to brief any PMP content to the Government at short notice (within 24 hours). The PMP shall be used as a foundation for the Status Report.

4.7 In-Process Reviews (IPRs)

When ordered, the contractor shall organize and present periodic In-Process Reviews (IPRs) **quarterly**, during the period of performance of the task order. The method of presentation shall be in the contractor's task order management plan. The objectives of these reviews are to track progress of the project, present ideas for improvement, and identify and resolve issues.

The IPRs shall also constitute the performance reviews. The contractor shall support and participate in this task order performance evaluation conducted by the Government.

The Government may require Progress Reviews to generally summarize the status and progress of all activities being performed by the contractor under the task order. Progress reviews will take place at those locations identified in individual task order work packages as requested by the Client. Specific dates for progress reviews will be agreed between the Government and the contractor's Program Manager.

4.8 Problem Notification Reports

The contractor shall file a Problem Notification Report (PNR) to notify the Government of order issues such as potential cost/schedule overruns/impacts, assumptions upon which tasks were based that have changed or were incorrect, etc. The PNR shall include a plan detailing the proposed resolution. The contractor shall file the PNR as soon as possible, but no later than two business days after the contractor's discovery of the issue(s).

4.9 Trip Report

When ordered, the Trip Reports for all travel performed under individual task order work packages shall be delivered to the Government no later than 7 days after completion of the travel.

4.10 Kick-Off Meeting

When ordered, the contractor shall participate in a Government-scheduled, Kick-Off Meeting after task order award. Key prime contractor and any subcontractor or teaming partner personnel shall participate in the Kick-Off Meeting. The purpose of this Kick-Off Meeting is to (1) aid both the Government and contractor personnel in achieving a clear and mutual understanding of all requirements, and (2) identify and resolve potential problems. The contractor shall be prepared to discuss any issues requiring clarification and gather information necessary for the Project Management Plan and Transition Plan.

The Kick-Off Meeting shall address, at a minimum, the following topics:

- Program Review
- Existing and Planned Applications and Technical Initiatives
- Personnel and Physical Security Issues

The Government and contractor will schedule the Kick-Off Meeting. It is anticipated that the Kick-Off Meeting will be held within 5 working days after task order award. The contractor shall begin preparation of the Updated Transition Plan immediately following successful completion of the Kick-Off Meeting.

4.11 Task Order Schedule and Milestone Dates

To monitor timely progress of this order, GSA will use the following schedule of milestones. Variances to this schedule shall be reviewed and are subject to acceptability by the Contracting Officer.

MILESTONE/DELIVERABLE	RESPONSIBILITY	PLANNED COMPLETION DATE
Project Start (PS)	Contractor/GSA/COR	TBD
Task Plan (includes milestones)	Contractor	15 days after award of contract
Task Plan Updates	Contractor	10 days after approval of update by COR
Quarterly In-Process Reviews (IPR)	Contractor	TBD
Conferences/Working Groups/Trip Reports	Contractor	7 working days after completion of travel
Quality Control Plan Draft (QCP)	Contractor	NLT 10 Days After Receipt Of Order (ARO)
Monthly Status Reports	Contractor	NLT the 10th working day after end of each month.
Project Management Plan	Contractor	NLT 15 days ARO
Meeting Minutes (If requested by the COR)	Contractor	NLT 2 business days after meeting adjourned.
Transition In Plan	Contractor	NLT 3 business days after kick-off meeting
Task Order Completion Review	Contractor/GSA/COR	At Task Order Completion for the Base Period and each Option Period
Transition-Out Plan	Contractor	NLT thirty (30) days prior to the end of the PoP
Technical Material & Briefing Reports	Contractor	5 working days after completion
Meeting Minutes	Contractor	3 working days after event
Other documentation as required: Exhibits, Impact Statements, Financial and Programmatic Reports Technical Reports / Security Assessments and Navy position papers/briefings Management and Technical Documentation	Contractor	TBD

4.12 Delivery Instructions

One copy of each report will be submitted to the COR. The contractor shall deliver each report in a mutually agreed to format. Deliverables are to be transmitted with a cover letter, on the prime contractor's letterhead, describing the contents. Concurrently, a copy of the cover letter shall be attached to the task within the GSA ITSS systems (it-solutions.gsa.gov).

4.13 Manpower Information Retrieval and Reporting System (MIRARS)

Contract employees working in direct support of this task order are required to report daily status using the MIRARS. Instructions for use of MIRARS will be provided to all Contract employees by their respective Government Technical Leader.

5 ACCOUNTING FOR CONTRACT SERVICE

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (10) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (11) Presence of deployment or contingency contract language; and (12) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. Effective 30 September 2005, contractors filing their Contractor Manpower Reports will receive immediate e-mail confirmation that their reports have been received in the system. This should facilitate final payment to contractors and expedite contract closeout. Administrative contracting staff should accept this confirmation as proof of completion of this contract deliverable. The CMRA web site maintains a "Frequently Asked Questions and Answers" <https://cmra.army.mil> that is updated periodically. Any technical or implementation questions not addressed on this site can be discussed and coordinated through the CMR Help Desk at 703-377-6199, or <https://cmra.army.mil>. An updated CMRA business process, Version 3.0, has been implemented starting with the reporting of the FY 06 information. This version no longer accepts XML files. The basis for and guidance on reporting FY 06 information via Version 3.0 can be found on the above site under "User Guides" link on the tool bar.

To fulfill this Army reporting requirement, the following GTL's information is provided:

The Unit Identification Code (UIC) for the Government Task Leader is: W6DRAA

The Federal Service Code (FSC) for the Government Task Leader is: 2516
The Command Code for the Government Task Leader is: AE.
Fiscal Funding Station Code: 021001

6 GOVERNMENT SURVEILLANCE AND MONITORING

6.1 Quality Assurance/Surveillance Plan

The contractor, not the Government, is responsible for the management and quality control actions to meet the terms and conditions of the contract. The role of the Government in quality assurance surveillance is to assess contractor performance and to evaluate whether performance standards are achieved. It is the contractor's primary responsibility to ensure all contract requirements meet required quality levels. The Government will ensure this responsibility has been met before payment is made to the Contractor.

A Quality Assurance Surveillance Plan (QASP) (Attachment H) has been developed by the Government to provide a systematic surveillance method for the service rendered and which describes the methodology by which the Contractor's performance will be monitored. This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities upon contract award.

This plan contains a Contractor Performance Assessment Report (CPAR) (Attachment C) to be utilized in documenting contractor performance for use in motivating the contractor on the current contract; and serves as a data base for past performance evaluations for future contracts. The COR should use this form as the primary motivational tool to encourage high quality contractor performance. The report will be generated yearly or more frequently if necessary to document outstanding or unsatisfactory performance. The contractor should understand that these reports will remain in a data base for three years and will be available to all Government agencies for technical evaluation purposes.

6.2 Methods of Surveillance

The contractor shall meet all standards in the Performance-based Matrix (see Attachment B) as well as all other deliverable dates and other contractual requirements. The COR will evaluate the performance objectives through periodic inspections during each service month. The COR will also solicit customer input to evaluate the Contractor's performance. The COR should record both outstanding and unacceptable performance.

The Performance-based Matrix lists the services to be monitored and the standards to be applied. The contractor shall meet all standards in the Performance-based Matrix as well as all other deliverable dates and other contractual requirements.

6.3 Surveillance

The Government will measure the contractor's performance in the following areas:

- The Contractor's ability to meet agreed scheduled dates.
- The Contractor's ability to submit all deliverables on time as specified and agreed upon.
- The Contractor's cost control measures and cost saving results to the Government.
- The Contractor's ability to produce quality assurance documents to commercially acceptable standards.
- The end-user usability and technical relevance, accuracy and functionality of the contractor's technical recommendations.

The COR will evaluate the performance objectives through periodic inspections during each service month.

6.4 Standards

The contractor shall meet all standards in the Performance-based Matrix as well as all other deliverable dates and other contractual requirements.

7 ADDITIONAL/SPECIAL REQUIREMENTS:

7.1 Records/Data

Records and data shall be documented in deliverable reports (electronically). Any databases/code shall be delivered electronically and become the sole property of the United States Government.

All deliverables become the sole property of the United States Government. The US Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the US Government and documentation thereof, reports and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright. Unlimited rights under this contract are rights to use, duplicate, or disclose data, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The US Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All digital files and data, and other products generated under this contract, shall become the property of the US Government. The following DFARS clauses are included by reference in this contract as a part of the requirements herein:

- 252.227-7013, "Rights in Technical Data - Noncommercial Items."

- 252.227-7017, “Identification and Assertion of Use, Release, or Disclosure Restrictions.”
- 252.227-7020, “Rights in Special Works.”
- 252.227-7028, “Requirement for Technical Data Representation.”
- 252.227-7037, “Validation of Restrictive Markings on Technical Data.”
- 252.227-7025, “Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.”
- 252.227-7203, “Noncommercial Computer Software and Noncommercial Computer Software Documentation.”
- 252.227-7014, “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.”

7.2 Copyright

Any software and computer data/information developed, as a component of this contract shall have the following statement attached to documentation:

“This computer program is a work effort for the United States Government and is not protected by copyright (17 U.S. Code 105). Any person who fraudulently places a copyright notice on, or does any other act contrary to the provisions of 17 U.S. Code 506(c) shall be subject to the penalties provided therein. This notice shall not be altered or removed from this software or digital media, and is to be on all reproductions.”

7.3 Administrative Contractor Personnel Qualifications

Contractor shall provide administrative personnel who possess the following minimum qualifications:

- Capable of fluently reading, writing and speaking the English language.
- Technical writing skills and speaking skills (technical briefing skills).
- Capable of working independently.
- Customer service skills including written and verbal communication skills.
- Basic knowledge of computer-based information system concepts.
- Information Technology skills: working knowledge and experience with Intel-based personal computers and network servers. Familiarity with Microsoft Office Professional including Word, Excel, PowerPoint, Outlook and adequate technical skills and knowledge to accomplish the specific tasks described herein.

7.4 Hours of Work

The Contractor personnel performing the effort for all tasks will be allowed access to Government facilities any time as may be required by normal business operations or when required to provide support during emergency response operations.

Personnel are expected to provide support during a normal workday (8 hours) over a normal workweek (5 days). The following Federal holidays are observed:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Work at a Government site shall not take place on Federal holidays or weekends (but may require off-hour work due to network loading or other disruptions that could occur) unless directed by the Contracting Officer (CO).

7.5 Travel

Due to reorganization at both Army and PEO level, the initial Place of Performance shall be Bldgs 6007 and 6010 Aberdeen Proving Grounds (APG), MD and Naval Station Point Loma San Diego, CA. The final Place of Performance for PM TR shall be Aberdeen Proving Ground, MD no later than 1 October 2013. A physical response time of Thirty (30) minutes is required. Travel to and from the primary Government work site will not be reimbursed.

Travel associated with the tasks described may also be world-wide. Refer to the Place of Performance Section of this RFQ.

Reimbursement for local, CONUS, or OCONUS travel in conjunction with the performance of the resultant task order will be in accordance with the Joint Travel Regulations:

- A. The Contractor shall obtain approval from the GSA's Contracting Officer's Representative (COR) for all reimbursable travel **prior** to incurring costs. The Contractor shall visit Government sites, test sites, equipment manufacturers and other locations instructed by the COR. The number of trips and personnel traveling will be limited to the minimum required to accomplish work. Travel will be reimbursed to the extent allowable pursuant to the Federal Travel Regulations (FTR).
- B. Details in the request must include the following:

- a. Dates of travel

- b. Person(s) traveling
 - c. Justification for trip
 - d. Travel rates from a commercial travel booking website for airfare, rental car, etc.
 - e. Hotel/Motel rates
 - f. Per Diem
 - g. Other anticipate costs
 - h. Total estimated costs
- C. For travel reimbursement, contractor will submit travel expense report to the GSA Project Manager for audit. Upon approval of the allowed travel expenses, the contractor may include the approved travel costs on the next invoice. The expense report for travel expense shall identify all expenses for each traveler for each trip. The expense report must include the following:
 - a. Per diem
 - b. Lodging
 - c. Rental cars
 - d. Gas
 - e. Transportation
 - f. Other
 - g. Copies of written travel authorization
- D. Except as otherwise provided herein, the Contractor shall be paid its allowable travel costs in accordance with FAR 31.205-46 (Travel Costs) Travel costs are authorized only for travel beyond a 50-miles' radius of the Contractor employee's local place of performance (official duty station) whenever work is required to be accomplished at a remote work site.
- E. No travel costs (or associated labor time during travel) shall be allowable for work performed at a Contractor's local office or any other work site within a 50-miles' radius of the Contractor employee's local place of performance (official duty station).
- F. No travel costs (or associated labor time during travel) shall be allowable for telecommuting beyond (or within) a 50-miles' radius of the Contractor's local place of performance (official duty station).
- G. Costs when using a privately owned vehicle (POV) for official travel are allowable provided that such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train). Reasonable associated costs, such as tolls and parking fees, are also generally allowable.
- H. When traveling in a POV for official travel, the Contractor shall be paid mileage costs at a rate that does not exceed the POV mileage rate established by the Internal Revenue Service.

- I. Costs for car rentals for official travel are allowable pursuant to the following:
- Such rentals are consistent with good business practice;
 - Such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train); and
 - Such costs do not exceed the actual cost of renting a compact automobile (maximum of one automobile for four Contractor personnel), unless extenuating circumstances (e.g., excess baggage) require other arrangements and Contracting Officer approval is obtained.
 - Reasonable associated costs, such as tolls and parking fees, are also generally allowable.
- J. The Government will pay under the applicable CLINs the Contractor for each Contractor employee's travel time to or from authorized work locations as long as the following are met:
- Payment of travel time described herein is in accordance with the Contractor's established travel policy.
 - For travel to/from the United States' outlying areas and outside the United States, travel time begins no earlier than three hours prior to the scheduled departure time and concludes upon arrival to the initial destination point (e.g., airport) at the place of performance.
 - United States' outlying areas are considered to be the American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands, Palau, Puerto Rico, and Virgin Islands of the United States.
 - "United States" means the 50 States plus the District of Columbia.
 - For travel inside the United States, travel time begins no earlier than two hours prior to the scheduled departure time and concludes upon arrival to the initial destination point (e.g., airport) at the place of performance.
 - The Government will not pay for a Contractor employee's time spent in layovers that are for the convenience of the Contractor employee or Contractor.
 - The Government will not pay more than eight (8) hours per day per Contractor employee for travel time when the employee is traveling inside the United States.
 - The Government will not pay more than 10 hours per day per Contractor employee for travel time when the employee is traveling to/from the United States' outlying areas and outside the United States.
 - The Government will not pay for a Contractor employee's travel time that is outside the employee's regular working hours during the employee's normal workweek. The Government will not pay for a Contractor employee more than the number of hours in the employee's normal workweek. "Number of hours" includes productive time hours and travel time hours.
 - "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract. "Productive time hours" exclude paid time off hours (e.g., sick, vacation, holiday).

- Exceptions must be authorized in advance and in writing by the Contracting Officer.
- K. The following items concern passports and visas:
- The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have a current and valid **tourist** passport.
 - The Contractor shall be responsible for obtaining any visas required for travel to foreign countries under this contract.
 - The Contractor's costs for obtaining and maintaining passports and/or visas will be generally allowable, **but** the Contractor shall pro-rate equitably such costs if they will benefit cost objectives (e.g., contracts) other than this cost objective.
 - The Government will not reimburse the Contractor for travel expenses when travel is cancelled or modified as a result of the Contractor's failure to obtain a visa.
 - The Government will not reimburse the Contractor for the use of private visa procurement services provided by a third party.
- L. Costs for travel that has been modified or cancelled are not allowable unless such modification or cancellation was caused by the Government or otherwise exceeded the control of the Contractor.
- M. If work under this task order will be performed at the Government site or other client Annexes in the metropolitan areas of Aberdeen and San Diego, daily commuting time and expenses between the Government site and some other location, such as the contractor site or a home office, shall not be allowable under this task order. Telework for contractor staff may be allowed, but will be approved on a case by case basis for a period of time that does not conflict with mission accomplishment. Additionally, commuting time and expenses between the Government site and some other location, such as the contractor site or a home office, shall be not be allowable when performing occasional official business (e.g., to attend a meeting at the Government site).
- N. Pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall use a U.S.flag air carrier service unless specific conditions exist. If such conditions exist, the Contractor shall submit with its invoice a memorandum explaining why it did not use a U.S.flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.
- O. Work under this task order will be performed at the Government sites on Aberdeen Proving Grounds MD and Naval Station Point Loma, San Diego CA, at the Contractor's Facilities and at telework sites if authorized. Daily commuting time and expenses between the Government site and some other location, such as a home office, shall not be allowable under this contract. With the exception of authorized teleworkers, the contractor's personnel in support of the PM TR mission are

expected to report to the Government site within 30-minutes when notified by the Contracting Officer, Contracting Officer's Representative, or Government Technical Monitor.

- P. The COR will approve and coordinate all Contractor visits to a sponsor's agency and other DOD agencies necessary for performance under each order. All security visit requests shall be submitted to the COR for approval.
- Q. All travel items addressed must be IAW FTR.
- R. The Not to Exceed dollar ceiling on travel for each year is set forth in applicable Contract Line Item Number (CLIN) of the attached Price Schedule, Attachment A.

7.6 Cost Reimbursable Travel

Contractor travel is anticipated during the performance of this requirement. Since these costs cannot be accurately forecasted at this time, and may be partially funded as indicated on the award document, the Contractor shall be reimbursed for actual allowable costs and the Contractor's indirect handling rate that applies over the life of the task order, not to exceed the amounts shown in the Price Schedule of this order. While the estimated amounts represent the Government's best estimate, the Government may increase the amount obligated for these line items unilaterally if such action is deemed advantageous.

7.7 Materials

The Contractor may be responsible for the procurement and utilization of the following type of items for the performance of day-to-day operations, this list is not considered to be all inclusive and procurement of the items by the Contractor must be approved by the Contracting Officer or Contracting Officer Representative prior to procurement:

- Telecommunications-Consumables for installing and maintaining equipment in the Government Owned Laboratories
- Software Licenses-Pursuant to the new software for testing and evaluation
- Operating Systems-Pursuant to new system testing and evaluation
- Space Rental-Temporary mission support
- Shipping, storage and miscellaneous costs with materials-Associated costs for mission support such as shipping tools to fielding sites

The Contractor shall not exceed the Not to Exceed dollar threshold identified in Price Schedule, Attachment A, of this order.

7.8 Labor Overtime

The PM TR mission may at times dictate that contractors work overtime. Overtime will only be authorized for mission critical tasks as determined by the PMO Technical Leadership. Examples of such events might be but are not limited to: a test event during NIE that requires contractors to

observe system/platform functionality beyond the regular duty day in order to maintain a schedule, system troubleshooting that requires the contractor to be on station beyond the regular duty day in order to meet an operational start time. PM TR corrective actions and other reports defined in the PBSOW.

For these events, the Government forecasts in advance how much overtime will be required to insure requirements are met, and estimated number of hours per contract worker will be assessed and provided to the COR in advance for authorization. The Contractor will then be authorized to bill only up to the authorized hours and only when the requirement for the additional hours has been validated by a Government Task Leader on site. Any deviation from the estimate will be requested from and authorized by the COR.

The Not to Exceed dollar ceiling for Labor Overtime for each year is set forth in applicable Contract Line Item Number (CLIN) of the attached Price Schedule, Attachment A.

7.9 Use of Government Supply Sources

If it is in the Government's interest, and if supplies or services required in the performance of this order are available from Government supply sources, the Contracting Officer may authorize the contractor to use these sources in accordance with FAR Part 51. Title to all property acquired by the contractor under the Contracting Officer's authorization shall vest in the Government. If authorized to use Government supply sources, the contractor shall follow the acquisition procedures within the Federal Acquisition Regulation and the governing procedures for the applicable supply source.

7.10 Post Hardship Differential Pay and Danger Pay

Post Hardship Differential Pay and Danger Pay, which are forms of incentive compensation, will be generally allowable. If incurred, they shall be allocated to applicable CLINs. However, Government payment of such costs is contingent on the Contractor meeting all of the following requirements:

- a) Paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, or employer/employee agreement, pursuant to FAR 31.205-6(f) (Bonuses and Incentive Compensation).
- b) Payment of such costs is otherwise consistent with FAR Part 31.
- c) Payment will be made only for areas identified as Post Hardship Differential Pay areas and/or Danger Pay areas in Section 920 of the Department of State Standardized Regulations (DSSR).
- d) Payment will be made only for eligible employees. "Eligible employees" are employees:
 - i. whose country of citizenship is not in the place of performance; and
 - ii. whose primary residence is in an area not identified in Section 920 of the DSSR, or an area identified in Section 920 of the DSSR with an applicable DSSR percentage that is less than the respective applicable DSSR percentage for the place of performance.

- e) Payment for a given workweek for an eligible employee will not exceed the dollar amount resulting from multiplying the applicable DSSR percentage by the employee's basic compensation for the given workweek.
- f) The applicable DSSR percentage will be the DSSR percentage effective at the time of performance.
- g) An eligible employee's basic compensation for a given workweek is the dollar amount attributable to the employee as a result of the employee's productive hours and paid-time-off (e.g., sick, vacation, holiday) hours for the given workweek.
It is the employee's base salary/unloaded compensation for the given workweek.
However, such compensation must:
 - i. benefit the contract; and/or
 - ii. be an equitable amount that is necessary to the overall operation of the business, although a direct relationship to any particular cost objective (e.g., contract) cannot be shown.
- h) The number of hours included in an eligible employee's basic compensation for a given workweek cannot exceed the number of hours in the employee's normal workweek. A normal workweek is defined as forty (40) hours per week.
- i) Basic compensation will consist of actual incurred base salary/unloaded compensation.
- j) An eligible employee may receive Post Hardship Differential Pay and Danger Pay during paid-time-off only when the employee takes paid-time-off in the place of performance or in another Post Hardship Differential Pay and Danger Pay area, respectively. When an eligible employee takes paid-time-off in another Post Hardship Differential Pay and/or Danger Pay area, payment will be based on the applicable DSSR percentage(s) for the place of performance.
- k) Payment of Post Hardship Differential Pay for an eligible employee will not commence until the eligible employee has served 42 calendar days in the place of performance. Payment will commence on the first productive or non-productive day after day 42, and not be retroactive for the previous days. The 42 calendar days are not required to be consecutive, and "served" consists of productive time, paid-time-off; and time otherwise spent in the place of performance.
- l) Payment of Post Hardship Differential Pay for an eligible employee will conclude when the eligible employee departs the place of performance, unless such departure is to another Post Hardship Differential Pay area during paid-time-off.
- m) For Post Hardship Differential Pay, when an eligible employee has not yet served 42 calendar days and returns to the place of performance after an absence from the place of performance, the number of days served resumes on the day of return. For example, if an eligible employee served 30 calendar days in the place of performance and departed the place of performance for 14 days, the day of return (day 44) will be considered day 31 of days served.
- n) Payment of Danger Pay for an eligible employee will commence on the day of arrival in the place of performance and conclude on the day of departure from the place of performance, unless such departure is to another Danger Pay area during paid time off.

7.11 Packing and Marking

The Contractor shall establish/maintain procedures for handling, storage, preservation, packaging, and shipping to protect the quality of products and prevent damage, loss, deterioration, degradation or substitution of products.

A. Data Packaging Requirements

- All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

B. Marking of Reports

Documents to be delivered by the Contractor to the Government under this task order shall prominently show on the cover of the report:

- Name and Business address of the Contractor;
- Contract number and delivery order number, if applicable;
- Date of report; and
- Program office (s).

C. Packing of Supplies for Domestic Shipment

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

D. Packing List(S)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- Name and address of consignor;
- Name and address of consignee;
- Government contract number (and delivery order number, if used);
- Government bill of lading number covering the shipment, if any; and
- Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

E. Data Packaging Requirements

- All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

7.12 Inspection and Acceptance

Deliverables shall be inspected and accepted at destination. Services shall be inspected and accepted at the location where the services are rendered.

The Government reserves the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed. All inspection and evaluations shall be performed in such a manner as will not unduly delay the work.

Only the COR, a designated alternate, the GSA PM or GSA CO has the authority to inspect, accept, or reject all deliverables. Final acceptance of all deliverables will be provided in writing, or in electronic format, to the GSA PM or GSA CO within thirty (30) days from the end of the task order.

In the absence of other agreements negotiated with respect to time provided for Government review, deliverables will be inspected in accordance with all specifications stated in the PBSOW. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness and accuracy of the service requested.

The Contractor shall be notified of the COR's and PM findings within five (5) work days. If the deliverables are not acceptable, the COR will notify the PM.

7.13 Export Control

The Contractor shall comply with all applicable laws and regulations regarding export-controlled information and technology and shall not use, distribute, transfer or transmit technology (even if incorporated into products, software or other information) except in compliance with such laws and regulations. In addition, the Contractor shall plan for, obtain, and maintain any and all export licensing required in satisfying all Task Order requirements.

7.14 Warranty Notification

In accordance with FAR 46.706 (b) (5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies. Warranty information shall include the terms and duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

Warranty- Items acquired under this contract may require warranty protection. Commercial warranties shall be transferred to the Government.

7.15 Unsatisfactory Work

Performance by the Contractor to correct defects found by the US Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, shall be in accordance with FAR 52.212-4(a). The COR will monitor compliance and report to the GSA PM.

7.16 Government Furnished Equipment (GFE) and Materials

The Government will provide the property, information, and/or material for the performance of this Task Order as follows:

Government Furnished Equipment (GFE)

- GFE: Navy Marine Corps Intranet (NMCI) seat for onsite personnel.
- GFE: Workspace and mission essential IT equipment for onsite personnel.
- GFE: Access to Government Databases using security protocols required by the Government to ensure secure data transmission (i.e., FMIS, AMAS, STARS, iRAPS, CCaRS, STANFINS, DTS, Navy ERP, etc.)
- GFE: The Contractor shall require access to the JTRS Technology Laboratory (JTeL) and PM Joint Waveform facilities.
- GFI: Required programmatic and financial information required in order to complete deliverables
- GFI: The Government will provide required reference access to documented work that has been previously accomplished and provide the necessary documents to complete requested analysis.

7.17 Contractor Personnel

In order to ensure a smooth and orderly start up, it is essential that personnel specified in this order be available on the Project Start date. If these personnel are not made available at that time, the Contractor shall provide advance notice justification.

7.17.1 Key Personnel

The contractor shall identify key personnel as follows:

- (a) The contractor agrees that a partial basis for award of the resultant task order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to the resultant task order those key personnel whose resumes were submitted with the quote submission necessary to fulfill the requirements of this requirement. During the first 180 days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
- (b) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least 30 days in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) It is PM TR's expectation that key personnel are those personnel occupying senior acquisition and other support positions, personnel providing subject expertise in regulatory compliance, and the task lead.

7.17.2 Supervision of Contractor Personnel

The Contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor shall select, supervise, and exercise control and direction over its employees under this order. The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor. The Government shall not exercise any supervision or control over the Contractor personnel in the performance of contractual services under this order. The Contractor is accountable to the Government for the actions of its personnel. In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the order, the Government reserves the right to request and receive satisfactory personnel replacement within five (5) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel must have the same minimum qualifications, additional specialized or specific experience and meet any applicable security requirements identified in this order.

7.17.3 Standards of Conduct and Restrictions

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- (a) Discuss with unauthorized persons any information obtained in the performance of work under this order;
- (b) Conduct business, other than that which is covered by this order, during periods paid by the Government;
- (c) Conduct business not directly related to this order on Government premises;
- (d) Use computer systems and/or other Government facilities for company or personal business; or
- (e) Recruit on Government premises or otherwise act to disrupt official Government business.

7.18 Administrative Improvements

It is the intention of GSA to constantly strive to work with the Contractor to introduce administrative improvements that would be advantageous to the Government and the Contractor. The Contractor agrees to negotiate, in good faith, with the Government to implement any suggested administrative improvements that are determined to be in the best interests of both parties.

7.19 Security Requirements

Contractor personnel shall have the appropriate level of investigation and/or security clearance for each site. The Contractor will observe and comply with all security provisions in effect at each selected site. Some work associated with this effort will be classified Secret. Information or data developed under this task belongs to the U.S. Government and shall be classified for official use only. The contractor shall not release any information or data without the approval of the Procuring Contracting Officer. Only U.S. Citizens are authorized to work on this effort. Non-Use and Non-Disclosure Agreement is applicable. Contractors performing work on this contract may require Top Secret or Secret Clearances. The Government will identify personnel security requirements based on position. Contractors may have access to Top Secret, Secret, NATO, FOUO, and Controlled Unclassified Information. Work performed under this task order may require access to SIPRNet. SIPRNet access will be made available on APG and San Diego Government sites only.

To preserve national security interests, the contractor shall ensure that all aspects of the work performed under specific task are evaluated for conformance with security procedures and standards. The contractor shall evaluate all products for security implications and prepare appropriate security documents and plans as necessary. In order to provide a secure means for transporting classified documents and hardware, the Contractor shall have access to the Defense Courier Service (DCS). The contractor is also authorized the use of the Defense Technical Information Center (DTIC).

The contractor shall support the Government in the management of special security activities for designated systems throughout their developmental life cycles.

The contractor shall support the Government in ensuring that all aspects of security are maintained on developmental systems during all activities including, but not limited to: field tests and evaluations, test site surveys, relevant test data maintenance and reductions and limited test site security and test site administration activities. As part of this support, the contractor shall be required to assist the Government in identifying and protecting Critical Program Information (CPI) and development of Program Protection Plans (PPP).

The contractor shall provide security support to the Government in the preparation of all program documents, reports, and briefing materials.

The final form DD 254 and attachment D contain additional security requirements, processes and procedures and shall be considered as an incorporated document within the resultant task order.

A. Homeland Security Presidential Directive 12 (HSPD-12)

Homeland Security Presidential Directive 12 (HSPD-12) was issued to implement the policy of the United States to enhance security, increase US Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, US Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees). Under this directive, the

heads of executive departments and agencies are required to implement programs to ensure that identification issued by their departments and agencies to Federal employees and contractors meets the Standard. This policy can be found at the following website:

<http://www.whitehouse.gov/news/releases/2004/08/20040827-8.html>

In performance of services under this task order, the Contractor shall insure all its personnel who require physical access to federally controlled facilities and access to federally controlled information systems have been issued identification in compliance with HSPD-12 policy. In its quotes, contractors shall confirm their compliance with HSPD-12 policy and affirm their employees working on the task order have been cleared for access by the Requesting Activity's responsible Security/Identification office. The Security/Identification point of contact for the Requesting Activity that is responsible for implementing its HSPD-12 compliant policy is the COR.

B. Pass and Identification Items

The Contractor shall ensure it obtains pass and identification items required for task order performance for employees and non-Government owned vehicles.

C. Retrieving Identification Media

The Contractor shall retrieve all identification media, including vehicle decals from employees who depart for any reason before the task order expires.

D. Physical Security

Areas controlled by contractor employees shall comply with base Operations Plans/Instructions for Force Protection Condition (FPCON) procedures, Random Antiterrorism Measures (RAMS) and local search/identification requirements. The Contractor shall safeguard all Government property and equipment, including controlled forms, provided for contractor use. At the close of each work period, Government furnished equipment, ground vehicles, facilities, support equipment, and other valuable materials shall be secured.

E. DOD Building Pass Issuance

(a) All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage into Government-occupied portions of the Pentagon or any other DOD facility on or off the Pentagon Reservation, shall be required to obtain a Temporary Department of Defense (DOD) Building Pass/Access Card.

(b) The Contractor shall be responsible for having each employee requiring a Temporary DOD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be

extended. Personnel requiring a Temporary DOD Building Pass/Access Card must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.

(c) The Government will issue DOD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days. Contractor employees will be given a pass for the period of performance of the contract, not to exceed one year.

F. Facilities Clearance Determination

The contractor facility shall be cleared to store information at the Top Secret Level and host discussions classified at the Secret level. In the performance of tasks associated with this Task Order the contractor shall be required to store classified hardware requiring a COMSEC account.

G. Contractor Identification

The Contractor shall ensure its personnel wear ID badges when on Government contracted business. The badge shall be easily readable and include employee's name, functional area of assignment, security clearance if applicable, company name, and color photograph. The COR shall approve the ID badge template before contractor employees are allowed access to Government facilities. Contractor personnel shall wear the ID badge at all times when performing work under this task order to include attending Government meetings and conferences. Unless otherwise specified in the task order, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. Contractor personnel shall identify themselves as contractor employees when answering Government telephones. When contractor personnel send e-mail messages to Government personnel while performing on this task order, the Contractor's e-mail address shall include the company name together with the person's name. When it is necessary for contractor personnel to have a user address on a Government computer, the US Government shall ensure that person's e-mail address includes the name of its company.

H. Antiterrorism (AT)

(a). AT Level I Training. All contractor personnel, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 30 calendar days after completion of training by all employees and

subcontractor personnel. AT level I awareness training is available at the following website: <https://atlevel1.dtic.mil/at>.

(b). AT Awareness Training for Contractor Personnel Traveling Overseas. Prior to overseas travel, contractor personnel shall receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit Anti-Terrorist-Officer (ATO) being the local point of contact.

(c). iWATCH Training. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

<http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>

I. Information Security (INFOSEC)

(a). Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-contractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

(b). The Contractor shall comply with FAR 52.204-2, Security Requirements covering access to information classified "Confidential," "Secret," or "Top Secret." The Contractor shall also comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

J. Operations Security (OPSEC)

(a). The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

(b). All contractor employees must complete annual OPSEC awareness training.

K. Information Assurance (IA)

(a). Contractor Personnel Who Require Access to Government Information Systems. All contractor personnel with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

(b). All contractor personnel and associated sub-contractor employees must complete the DOD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DOD and Army training requirements in DODD 8570.01, DOD 8570.01-M and AR 25-2 within six months of employment.

(c). For information assurance (IA)/information technology (IT) certification. Per DOD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor personnel supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DOD 8570.01-M must be completed upon contract award.

L. Personnel Security (PERSEC)

For Contractor Personnel on travel to Foreign Countries, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US is applicable. Contractor personnel shall comply with theater clearance requirements and the combatant commander and subordinate task force commander policies and directives.

7.20 Place Of Performance

Due to reorganization at both Army and PEO level, the initial Place of Performance shall be Aberdeen Proving Grounds (APG), MD and San Diego, CA. The final Place of Performance for PM TR shall be Aberdeen Proving Ground, MD expected to take place no later than 1 October 2013. Much of the efforts associated with PM TR require extensive travel for long periods of time and travel requirements will be based on job duties and Army requirements. Additional places of performance may be authorized at the discretion of the Government. PM TR will NOT allow for Temporary Duty (TDY), for any contractor, to the place of performance. Furthermore, any meetings held on-site at the place of performance will be attended, regardless of physical location, at no cost to the Government.

The Government anticipates that the contractor may be required to travel to the following locations:

- Australia
- Europe
- Republic of Korea
- Other locations as required

A. GERMANY

This PBSOW requires the utilization of Technical Expert (TE) personnel and/or Troop Care (TC). In accordance with AR 715-9, DOD will obtain approval by applicable Outside the Continental United States (OCONUS) authorities for accreditation of employees to fill contract Technical Expert Status Accreditation TESA or TC positions. The Contractor will ensure all contract personnel have their TESA applications and resumes approved by the DOD Contractor Personnel Office (DOCPER) through the PM TR Program Office before deploying. Accredited Technical Experts will be authorized to use US Government facilities in accordance with SOFA policies. Authorized logistics support items include: commissary, to include rationed items; AFFES (Military Exchange) to include rationed items and purchase of POL; military postal service; children are authorized to attend DOD overseas schools; local US Government transportation for official Government business (non-tactical); emergency medical/dental services; local MWR services; Class VI, to include rationed items; military banking facilities; customs exception; mortuary service; legal assistance; credit unions; and NATO Status of Forces Agreement Letter and/or Stamp. The Contractor shall promptly notify the COR if a TESA employee, once accredited, is no longer performing duties requiring accreditation. Short term TDY may be performed in accordance with AR-715-9.

B. ITALY

Accredited Technical Representatives will be authorized to use US Government facilities in accordance with SOFA policies. Authorized logistics support items include: commissary, to include rationed items; AFFES (Military Exchange) to include rationed items and purchase of POL military postal service; children are authorized to attend DOD overseas schools; local US Government transportation for official Government business (non-tactical); emergency medical/dental services; local MWR services; Class VI, to include rationed items; military banking facilities; customs exception; mortuary service; legal assistance if necessary; credit unions; and NATO Status of Forces Agreement Letter and/or Stamp, if such items are available and each installation commander has the discretion to approve or deny access to any/all items. TDY for less than ninety (90) days in one calendar year can be performed with the authorization of the COR and/or Contracting Officer.

C. SOUTH KOREA

The Contractor shall follow the procedures specified in Attachment I (Incoming Invited Contractor Procedure) when entering South Korea for work assigned under this task order.

C.1 IT centric management support AS AN INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE OF REPUBLIC OF KOREA (ROK)

SOFA Contract Clause

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(Continued)

Table B-1 (Cont)**SOFA Contract Clause**

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(Continued)

Table B-1 (Cont)

SOFA Contract Clause

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(Continued)

Table B-1 (Cont)
SOFA Contract Clause

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.
- (o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.
- (p) Evacuation.
 - (1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
 - (2) Non-combatant Evacuation Operations (NEO).
 - (i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
 - (ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.
- (q) Next of kin notification and personnel recovery.
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
 - (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
 - (3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

(Continued)

Table B-1 (Cont)**SOFA Contract Clause**

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

D. PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JULY 2008)

All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported Government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon Contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the US Government's Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.
- 7) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
- 8) The Contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

E. REPORTING A KIDNAPPING (DEC 2007)

To Report a Kidnapping:

The COR will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____
 Phone: _____
 E-mail: _____
 Who was kidnapped?
 Name _____
 Age _____
 Nationality and country of residence _____
 When did the incident occur? _____
 Where did it happen? _____
 How was the person kidnapped? _____

F. TRAVEL NOTIFICATION AND COORDINATION WITH U.S. ARMY MATERIEL COMMAND (AMC) COMMANDERS AND SENIOR AMC SITE REPRESENTATIVES (WHEN APPLICABLE).

The Synchronized Pre-deployment and Operational Tracker (SPOT) has been designated as the Joint Enterprise contractor management and accountability system to provide a central source of contingency contractor information and a summary of contract services IAW DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, dated 3 Oct 05. Company and Government Representatives are required to maintain by-name contractor accountability within SPOT. All contractor data must be

entered into the SPOT database for all contractors traveling to the National Training Center (NTC), Joint Readiness Training Center (JRTC) and to any AMC CONUS or OCONUS locations. They are further required to coordinate in person with the respective AMC Forward Commanders, Logistic Support Elements, or Logistic Assistance Offices. <http://www.dod.mil/bta/products/spot.html>

G. QUARTERLY CONTRACTOR CENSUS REPORTING (JUL 08)

The Prime Contractor will report upon task order award and then quarterly thereafter, not later than 1 January, 1 April, 1 July and 1 October, to JCCI.J2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this task order:

The total number of contract employees performing on the task order who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals. The total number of prime contract employees performing on the task order by host nation, US Nationals, and Third Country National. The total number of subcontractor employees performing on the task order by subcontractor, host nation, US Nationals, and Third Country National.

The company names and contact information of its subcontractors at all tiers; and the name of all company POCs who are responsible for entering and updating employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 (MAR 2008) or DFAR DOD class deviation 2007-O0010.

7.21 Government Facility Access

The Contractor shall arrange with the COR procedures for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters. Any requests received by the Contractor to change the sequence or scope of this access shall be referred to the COR.

7.21.1 RIGHTS of Ingress and Egress

During the life of this order, the rights of ingress to, and egress from, Government facilities for the Contractor's personnel shall be made available. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

7.21.2 Government Building Access

Certain Government agencies may have security requirements, which necessitate the use of building access passes. When this is the case, the Contractor's personnel shall comply with the rules and regulations governing building access, including the possibility of a background check.

Government Facilities

Certain Government office or laboratory space may be made available for performance of the task. Contractors may be required to establish operations and support Government facilities and shall comply with DOD certification and accreditation requirements. Facilities may be located within the Continental United States or worldwide as requirements develop.

7.22 Contractor Facilities

Personnel may perform at a Contractor facility or remote locations when authorized by the Government. The Contractor facility shall be located within 20 miles of the Place of Performance and shall comply with Department of the Army (DA) and Federal certification and accreditation requirements as applicable.

7.23 Access to Other Contractor's Proprietary Information

In order to perform the tasks specified in this PBSOW, the Prime Contractor (or Subcontractor) may require access to other companies' proprietary data. A Non-Disclosure Agreement (NDA) shall be signed by the primary technical performer on this task if deemed applicable during the execution of the work. NDAs shall be provided to the Contracting Officer prior to start of work by task performer. The Contractor agrees that it will not accept proprietary data until it (i) executes the non-disclosure agreement and (ii) furnishes a copy of such agreement to the Contracting Officer.

7.24 Organizational Conflict of Interest (OCI)

The Government is requiring each offeror to provide a disclosure statement addressing, to the best of its knowledge and belief, the existence of any potential or actual OCI. Each offeror shall include in the disclosure statement, a statement addressing whether any of its labor force (which includes proposed subcontractors and/or proposed consultants) may have a potential or actual OCI. If a potential or actual OCI exists, the offeror must present a plan for avoiding or mitigating the OCI.

The Contracting Officer will individually evaluate each offeror's disclosure statement and the adequacy of any plan submitted for avoiding or mitigating any OCI. If the Contracting Officer determines that a potential or actual OCI exists, the offeror may not receive an award unless the Contracting Officer determines that the OCI can be avoided or mitigated through the inclusion of a special clause or other appropriate means. The terms of any special clause are subject to negotiation.

- A. If the Contractor provides an agency with support in preparing for and/or conducting acquisitions under this order, the agency may require that the Contractor sign an organizational conflict of interest statement in which the Contractor (and any subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as prime or subcontractor) any proposal for any

solicitation resulting from the work under this order. The agency and Contractor shall strive to identify and report situations in which an organizational conflict may result. All potential conflict of interest situations shall be handled in accordance with FAR Subpart 9.5.

- B. All Contractor personnel (to include subcontractors and consultants) who will be personally and substantially involved in the performance of any task under this order which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement". This is required prior to the commencement of any work on such task and whenever replacement personnel are proposed under an ongoing task.

7.25 Order Closeout

It is the intention of the Government to perform closeout procedures on this order. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. Order closeout will occur after final Government acceptance and final payments have been made for all deliverables under this task order

7.26 Invoicing

The contractor shall submit Requests for Payments in accordance with the format contained in GSAM 552.232-25, Prompt Payment (NOV 2009), and shall at a minimum include the following information to have the invoice considered proper for payment.

- (a) Contract Number:
- (b) Paying Number: (ACT/DAC NO.)
- (c) Applicable CLIN or Sub-CLIN in which the costs were incurred, quantity, unit price and extended price;
- (d) Incurred cost of all travel to include name of Government approving official and date approved;
- (e) List of all applicable materials and/or services provided under this contract to include the part number, nomenclature, quantity, and the unit and extended price;
- (f) In addition to the invoice, the following shall be submitted to the Contracting Officer Representative:
 - contract's ceiling price
 - contract's obligated price
 - billed total for the CLIN
 - contract-year-to-date billed
 - contract-year-to-date paid by Government
 - cumulative billed (since contract effective date)
 - cumulative paid by Government (since contract effective date)

(g)The Contractor shall include a Travel Expense Report (TER) by trip that includes a daily breakdown of all actual incurred travel costs. The breakdown shall consist of at least the following:

- Per diem
- Lodging
- Rental cars
- Gas
- Transportation
- Other
- Copies of written travel authorization

The Contractor shall note that, pursuant to FAR 31.205-46(a)(1), the contractor's costs for lodging, and meals and incidental expenses may be based on actual incurred costs, per diem, or a combination thereof, as long as the method used results in a reasonable charge. Similarly, the contractor's costs for transportation may be based on actual incurred costs, mileage rates, or a combination thereof, as long as the method used results in a reasonable charge. The Contractor shall note the respective methods used in its invoice.

If the Contractor did not use a U.S-flag air carrier, pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall submit with its invoice a memorandum citing the specific conditions which prevented it from using a U.S.-flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.

The Contractor shall submit evidence that it determined its actual incurred materials costs, including any actual incurred non-labor subcontract costs/prices, to be fair and reasonable.

The contractor shall include the following statement on all invoices submitted for payment: “The costs and pricing contained within this invoice do not exceed the allowable costs of the applicable Government contract.”

The contractor shall ensure that all requests for payments are validated, signed and dated by the client point of contact identified in Section 11.0 of this task order before submitting to GSA for approval and payment. The invoice shall include the following statement. “I printed name of client POC have verified that in a satisfactory manner the items identified have been received or the services have been rendered and I take no exceptions to this invoice.”

The Contractor shall submit invoices in the two available methods identified below:

Thru:

General Services Administration
Financial Operations and Disbursement Branch (BCEB)
PO BOX 219434
KANSAS CITY, MO 64121-9434

Or,

Thru: www.finance.gsa.gov

The finance customer service can be reached by calling 817-978-2408, or by sending a fax to 817-978-7413 or by visiting their web site at www.finance.gsa.gov.

The finance customer service can be reached by calling 817-978-2408, by sending a fax to 817-978-7413 or by visiting their web site at www.finance.gsa.gov.

The contractor shall attach copies of invoices to the “Acceptance Info” of this contract at:
<http://web.itss.gsa.gov/>

7.27 Section 508 Compliance Statement, Attachment F

All electronic and information technology (EIT) procured through this Statement of Work/Bill of Materials and any resulting contract, task, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/sec508/508standards.htm> - Part 1194.

The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal shall indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

7.28 Personal Services

The Government is soliciting for and will award a task order for non-personal services. The resultant task order shall not contain any personal services in accordance with Federal Acquisition Regulation (FAR) Section 37.104.

7.29 Non-Payment for Unauthorized Work

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed contracting officer. Only a duly appointed contracting officer is authorized to change the specifications, terms, and/or conditions of this resultant task order.

7.30 Final Invoice

The Contractor shall specifically identify the last invoice as the "Final Invoice." The final invoice shall include the remaining amounts claimed to be due under the task order. It shall

include a certification that all subcontractors, suppliers, and consultants have been paid (or will be paid upon Contractor's receipt of payment), and that all Government Furnished or Contractor Acquired Property has been disposed of in accordance with COR direction. This includes return of all ID badges, keys, and any other Government furnished property. A full and accurate inventory, accounting for all lost, stolen or damaged property must also be furnished to the COR before final payment is authorized. The final invoice shall include the Contractor's Release of Claims.

7.31 Safeguarding Of Information

The contractor and its employees should exercise the utmost discretion in regard to all matters relating to their duties and functions. They should not communicate to any person any information known to them by reason of their performance of services under this task order which has not been made public, except in the necessary performance of their duties or upon written authorization of the contracting officer. **All documents and records (including photographs) generated during the performance of work under this contract should be for the sole use of and become the exclusive property of the U.S. Government.**

Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, Elm or photograph concerning any aspect of work performed under this contract should be published or disseminated through any media without the prior written authorization of the contracting officer. These obligations do not cease upon the expiration or termination of this contract. The contractor should include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

7.32 Applicable Directives

The Contractor shall adhere to the following documentation or any revisions/updates thereof in the performance of the tasks identified in Section 3 of this requirement:

Document Type	No./Version	Title	Date
Guidance	Mil-STD 881	WBS Handbook	07/30/2005
JFTR	Vol 1	DOD Uniformed Service Travel	
JTR		DOD Civilian Personnel Travel	4/1/2004
DOD Directive	5000.2	The Defense Acquisition System	
DOD Regulation	7000.14	Financial Management Regulations	
Federal Regulation	48 CFR, Part 1	Federal Acquisition Regulation	
DOD Regulation	48 CFR Part 2	Defense Federal Acquisition Regulation Supplement	
Public Law		Federal Managers Financial Integrity Act	

DODI	5010.40	Management Control Program Procedures	
DOD Directive	5010.38	Management Control Program	

7.33 Contracting Officers Representative

The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

7.34 Safety and Environmental

The Contractor shall comply with the Office of Federal Procurement Policy Green Acquisition initiatives as identified in accordance with the policies referenced at http://www.whitehouse.gov/omb/procurement_index_green.

7.35 Physical Operating Environment

Office setting that includes sedentary physical effort. However, may include lifting of weight up to thirty (30) pounds as necessary.

7.36 Notice Regarding Late Delivery

The Contractor shall notify the COR and Contracting Officer as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery and the project impact of the late delivery. The COR will review the new schedule and after consulting with the Contracting Officer, provide guidance to the Contractor.

8 PERIOD OF PERFORMANCE

The period of performance for this effort shall be for one year from notice to proceed (NTP), with four (4) one-year options. This resultant task order is subject to the availability of Government funds.

POP

06/17/2013-06/16/2014 Base Year

06/17/2014-06/16/2015 Option Period 1, if exercised

06/17/2015-06/16/2016 Option Period 2, if exercised

06/17/2016-06/16/2017 Option Period 3, if exercised

06/17/2017-06/16/2018 Option Period 4, if exercised

9 CONTRACT TYPE

This competitive acquisition will result in a performance based Time & Materials award. Projects/Work Packages undertaken under the order may be subsequently negotiated as subCLINs on a Firm Fixed Price, T&M, and or a mixed basis.

10 APPLICABLE CONTRACT CLAUSES

All clauses of the Alliant Governmentwide Acquisition Contract (GWAC) shall be incorporated into this task order award.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.204-2 Security Requirements (Aug 1996)
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2012)
52.216-7 Allowable Cost and Payment (Jun 2011)
52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)
52.217-4 Evaluation of Options Exercised at Time of Contract Award. (June 1988)
52.217-5 Evaluation of Options (July 1990)
52.217-8 Option to Extend Services (Nov 1999)
52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)
52.222-54 Employment eligibility Verification (Jul 2012)
52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
52.223-11 Ozone-Depleting Substances (May 2001)
52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007)
52.224-1 Privacy Act Notification (Apr 1984)
52.224-2 Privacy Act (Apr 1984)
52.228-3 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)
52.228-5 Insurance—Work on a Government Installation (Jan 1997)
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012)
52.232-18 Availability of Funds (Apr 1984)
52.232-22 Limitation of Funds (Apr 1984)
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3 Continuity of Services (Jan 1991)
52.239-1 Privacy or Security Safeguards (Aug 1996)
52.243-1 Changes—Fixed-Price (Aug 1987)
52.243-3 Changes—Time-and-Materials or Labor-Hours (Sept 2000)
52.243-4 Changes (Jun 2007)
52.245-1 Government Property Alternate I (Apr 2012)
52.245-9 Use and Charges (Apr 2012)

52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)
 52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001)
 52.246-16 Responsibility for Supplies (APR 1984)
 52.247-2 Permits, Authorities, or Franchises (Jan 1997)
 52.249-8 Default (Fixed Price Supply and Services) (Apr 1984)
 52.249-14 Excusable Delays (Apr 1984)
 52.251-1 Government Supply Sources (August 2012)
 252.201-7000 Contracting Officer's Representative (Dec 1991)
 252.204-7000 Disclosure of Information (Dec 1991)
 252.204-7003 Control of Government Personnel Work Product. (Apr 1992)
 252.204-7006 Billing Instructions (Oct 2005)
 252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
 252.211-7007 Reporting of Government-Furnished Equipment in the DOD Item Unique Identification (IUID) Registry (NOV 2008)
 252.212-7000 Offeror Representations and Certifications--Commercial Items (Jun 2005)
 252.223-7004 Drug-Free Work Force (Sep 1988)
 252.244-7000 Subcontract for Commercial Items and Commercial Components (DOD Contracts) (June 2012)
 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (Mar 2006)
 252.228-7003 Capture and Detention (Dec 1991)
 252.232-7007 Limitation of Governments obligation (May 2006)

Clauses in full text

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

X (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (11) [Reserved]

___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

- ___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

X (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

X (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

_X_X_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

___ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).

X (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

___ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of [52.223-16](#).

X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

X (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of [52.225-3](#).

___ (iii) Alternate II (Mar 2012) of [52.225-3](#).

___ (iv) Alternate III (Mar 2012) of [52.225-3](#).

___ (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

X (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES

(NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _60 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract

OPTION TO EXTEND THE TERM OF THE CONTRACT

(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within _60 days_ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _60_ days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _5 years_.

(End of clause)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items.

As prescribed in [212.301](#)(f)(iii), use the following clauses as applicable:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS (JAN 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DOD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) Alternate I (OCT 2011) of 252.225-7001.

(7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DOD appropriations acts).

(12) 252.225-7017, Photovoltaic Devices (DEC 2011) (Section 846 of Pub. L. 111-383).

(13)(i) X [252.225-7021](#), Trade Agreements (JAN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) Alternate I (OCT 2011) of [252.225-7021](#).

(iii) Alternate II (OCT 2011) of [252.225-7021](#).

(14) [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(15) [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) [252.225-7036](#), Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) Alternate I (OCT 2011) of [252.225-7036](#).

(iii) Alternate II (OCT 2011) of [252.225-7036](#).

(iv) Alternate III (OCT 2011) of [252.225-7036](#).

(17) [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DOD appropriations acts).

(20) [252.227-7013](#), Rights in Technical Data—Noncommercial Items (SEP 2011), if applicable (see [227.7103-6\(a\)](#)).

(21) [252.227-7015](#), Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see [227.7102-4\(c\)](#)).

(23) X [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) [252.243-7002](#), Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment For Military

Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) [252.247-7023](#), Alternate I (MAR 2000) of [252.247-7023](#).

(iii) [252.247-7023](#), Alternate II (MAR 2000) of [252.247-7023](#).

(iv) [252.247-7023](#), Alternate III (MAY 2002) of [252.247-7023](#).

(30) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

(31) [252.247-7027](#), Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) [252.225-7039](#), Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) [252.227-7013](#), Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see [227.7103-6\(a\)](#)).

(3) [252.227-7015](#), Technical Data--Commercial Items (DEC 2011), if applicable (see [227.7102-4\(a\)](#)).

(4) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see [227.7102-4\(c\)](#)).

(5) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

11 GOVERNMENT POINT OF CONTACTS

Contracting Officer:

General Services Administration
26 Federal Plaza, RM 20-100
Federal Acquisition Service (FAS), AAS
Rick Yao
Work 212-264-8345
Email: rick.yao@gsa.gov

Contracting Officer's Representative (COR):

Salvatore Granata
PdM Network Systems, PM Tactical Radios
Bldg 6007 Room 3F 108
Combat Drive, Aberdeen Proving Grounds MD 21005
Phone: 443-395-1125
Email: salvatore.m.granata.civ@mail.mil

Alternate Contracting Officer's Representative (ACOR):

Nicole Vuong
General Services Administration
Federal Acquisition Service (FAS), AAS
Building 3305 Suite 106
Picatinny Arsenal, NJ 07806-5000
Phone: 973-724-2921
Email: nicole.vuong@gsa.gov

12 ATTACHMENTS

Attachment A - Price Schedule

Attachment B - Performance Based Matrix

Attachment C – CPAR

Attachment D- DD Form 254 (Provided as a separate enclosure after task order award.)

Attachment E- Certificate of Non-Disclosure

Attachment F- Section 508

Attachment G – Past Performance Questionnaire-No Longer applicable

Attachment H –QASP (Provided as a separate enclosure.)

Attachment I- Incoming Invited Contractor Procedure

12.1 ATTACHMENT A - PRICE SCHEDULE					
BASE YEAR					
ITEM NO	SUPPLIES/SERVICES	Total T&M NTE EST Hours	UNIT		AMOUNT
CLIN 0001	LABOR	412391	Lump Sum		
	SAMPLE LABOR CATEGORY	HOURS	HOURLY RATE	COST	\$25,405,466.69
	Administration/Clerical (Entry Level)				Refer to BAH Price Proposal for details
	Administration/Clerical (Journeyman)				
	Administration/Clerical (Senior)				
	Applications Developer (Journeyman)				
	Applications Developer (Senior)				
	Applications Developer (Master)				
	Business Process Consultant				
	Business Systems Analyst				
	Computer Scientist				
	Configuration Management Specialist (Senior)				
				Total T&M Labor	NTE\$25,405,466.69

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0002	Labor Overtime	1	Lot		T&M NTE \$100,000.00
0003	Materials				T&M NTE \$225,000.00
0004	Travel (incl. estimated G&A on travel)				T&M NTE \$3,000,000.00
BASE PERIOD					
				NET AMT	\$3,325,000.00

FOB: Destination

TOTAL BASE PERIOD AMOUNT	\$28,730,466.69
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OPTION PERIOD 1					
ITEM NO	SUPPLIES/SERVIC ES	Total T&M NTE EST Hours	UNIT		AMOUNT
CLIN 1001	LABOR	412,391 HRS	Lump Sum		
	SAMPLE LABOR CATEGORY	HOURS	HOURL Y RATE	COST	\$24,672,823.26
	Administration/Cleric al (Entry Level)				Refer to BAH Price Proposal for details
	Administration/Cleric al (Journeyman)				
	Administration/Cleric al (Senior)				
	Applications Developer (Journeyman)				
	Applications Developer (Senior)				
	Applications Developer (Master)				
	Business Process Consultant				
	Business Systems Analyst				
	Computer Scientist				
	Configuration Management Specialist (Senior)				
				T&M LABOR	NTE\$24,672,823.26

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
1002	Labor Overtime	1	Lot		T&M NTE \$100,000.00
1003	Materials				T&M NTE \$225,000.00
1004	Travel (incl. estimated G&A on travel)				T&M NTE \$3,000,000.00
OP1					
				NET AMT	\$3,325,000.00

FOB: Destination

TOTAL OP1 AMOUNT	\$27,997,823.26
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OPTION PERIOD 2					
ITEM NO	SUPPLIES/SERVICES	Total T&M NTE EST Hours	UNIT		AMOUNT
CLIN 2001	LABOR	412,391HRS	Lump Sum		
	SAMPLE LABOR CATEGORY	HOURS	HOURLY RATE	COST	\$24,891,740.72
	Administration/Clerical (Entry Level)				Refer to BAH Price Proposal for details
	Administration/Clerical (Journeyman)				
	Administration/Clerical (Senior)				
	Applications Developer (Journeyman)				
	Applications Developer (Senior)				
	Applications Developer (Master)				
	Business Process Consultant				
	Administration/Clerical (Entry Level)				
	Administration/Clerical (Journeyman)				
	Administration/Clerical (Senior)				
	Applications Developer (Journeyman)				
	Subject Matter Expert				
				T&M LABOR	\$24,891,740.72_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
2002	Labor Overtime	1	Lot		T&M NTE \$100,000.00
2003	Materials				T&M NTE \$250,000.00
2004	Travel (incl. estimated G&A on travel)				T&M NTE \$1,500,000.00
OP2					
				NET AMT	\$ 1,850,000.00

FOB: Destination

TOTAL OP2 AMOUNT	\$26,741,740.72
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OPTION PERIOD 3					
ITEM NO	SUPPLIES/SERVICES	Total T&M NTE EST Hours	UNIT		AMOUNT
CLIN 3001	LABOR	389,851HRS	Lump Sum		
	SAMPLE LABOR CATEGORY	HOURS	HOURLY RATE	COST	\$23,468,921.19
	Administration/Clerical (Entry Level)				Refer to BAH Price Proposal for details
	Administration/Clerical (Journeyman)				
	Administration/Clerical (Senior)				
	Applications Developer (Journeyman)				
	Applications Developer (Senior)				
	Applications Developer (Master)				
	Business Process Consultant				
	Business Systems Analyst				
	Computer Scientist				
				T&M LABOR	\$23,468,921.19 _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
3002	Labor Overtime	1	Lot		T&M NTE \$100,000.00
3003	Materials				T&M NTE \$250,000.00
3004	Travel (incl. estimated G&A on travel)				T&M NTE \$1,500,000.00
OP3					
				NET AMT	\$ 1,850,000.00

FOB: Destination

TOTAL OP3 AMOUNT	\$25,318,921.19
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OPTION PERIOD 4					
ITEM NO	SUPPLIES/SERVIC ES	Total T&M NTE EST Hours	UNIT		AMOUNT
CLIN 4001	LABOR	388,181 HRS	Lump Sum		
	SAMPLE LABOR CATEGORY	HOURS	HOURL Y RATE	COST	\$23,673,013.81
	Administration/Cleric al (Entry Level)				Refer to BAH Price Proposal for details
	Administration/Cleric al (Journeyman)				
	Administration/Cleric al (Senior)				
	Applications Developer (Journeyman)				
	Applications Developer (Senior)				
	Applications Developer (Master)				
	Business Process Consultant				
	Business Systems Analyst				
	Computer Scientist				
				T&M LABOR	\$23,673,013.81 _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
4002	Labor Overtime	1	Lot		T&M NTE \$100,000.00
4003	Materials				T&M NTE \$250,000.00
4004	Travel (incl. estimated G&A on travel)				T&M NTE \$1,000,000.00
OP4					
				NET AMT	\$ 1,350,000.00

FOB: Destination

TOTAL OP4 AMOUNT	\$25,023,013.81
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Summary of all CLINs Base Period and Option Periods

TOTAL BASE PERIOD NTE COST ALL CLIN 0001	<u>NTE\$25,405,466.69</u>
TOTAL BASE PERIOD NTE COST ALL CLIN 0002	<u>NTE \$100,000.00</u>
TOTAL BASE PERIOD NTE COST ALL CLIN 0003	<u>NTE \$225,000.00</u>
TOTAL BASE PERIOD NTE COST ALL CLIN 0004	<u>NTE \$3,000,000.00</u>
TOTAL BASE PERIOD	<u>\$28,730,466.69</u>
 TOTAL OPTION PERIOD 1 NTE COST ALL CLIN 1001	 <u>NTE\$24,672,823.26</u>
TOTAL OPTION PERIOD 1 NTE COST ALL CLIN 1002	<u>NTE \$100,000.00</u>
TOTAL OPTION PERIOD 1 NTE COST ALL CLIN 1003	<u>NTE \$225,000.00</u>
TOTAL OPTION PERIOD 1 NTE COST ALL CLIN 1004	<u>NTE \$3,000,000.00</u>
TOTAL OPTION PERIOD 1	<u>\$27,997,823.26</u>

TOTAL OPTION PERIOD 2 NTE COST ALL CLIN 2001	<u>NTE \$24,891,740.72</u>
TOTAL OPTION PERIOD 2 NTE COST ALL CLIN 2002	<u>NTE \$100,000.00</u>
TOTAL OPTION PERIOD 2 NTE COST ALL CLIN 2003	<u>NTE \$250,000.00</u>
TOTAL OPTION PERIOD 2 NTE COST ALL CLIN 2004	<u>NTE \$1,500,000.00</u>
TOTAL OPTION PERIOD 2	<u>\$26,741,740.72</u>
TOTAL OPTION PERIOD 3 NTE COST ALL CLIN 3001	<u>NTE\$23,468,921.19</u>
TOTAL OPTION PERIOD 3 NTE COST ALL CLIN 3002	<u>NTE \$100,000.00</u>
TOTAL OPTION PERIOD 3 NTE COST ALL CLIN 3003	<u>NTE \$250,000.00</u>
TOTAL OPTION PERIOD 3 NTE COST ALL CLIN 3004	<u>NTE \$1,500,000.00</u>
TOTAL OPTION PERIOD 3	<u>\$25,318,921.19</u>
TOTAL OPTION PERIOD 4 NTE COST ALL CLIN 4001	<u>NTE\$23,673,013.81</u>
TOTAL OPTION PERIOD 4 NTE COST ALL CLIN 4002	<u>NTE \$100,000.00</u>
TOTAL OPTION PERIOD 4 NTE COST ALL CLIN 4003	<u>NTE \$250,000.00</u>
TOTAL OPTION PERIOD 4 NTE COST ALL CLIN 4004	<u>NTE \$1,000,000.00</u>
TOTAL OPTION PERIOD 4	<u>\$25,023,013.81</u>
TOTAL AMOUNT, BASE AND OPTION PERIODS	\$133,811,965.67

12.2 Attachment B - Performance Based Matrix

Desired Outcomes	Required Service	Performance Standard	Acceptable Quality Level	Surveillance Method	Incentive
Preparation and submission of administrative, financial-budgetary, and associated program acquisition reports and information.	Support effective general administrative process for handling and tracking funding documents, travel requests, database inputs, and other administrative/overhead functions required for efficient office operations.	Timely and accurate; Provided at “expert” level of performance	Not less than 95% proficiency level	Demonstration Analysis; Quarterly report of accomplishments and services; Consistency of timely, accurate reports and documents; Demonstrate expertise and knowledge of systems and report requirements; Monitor by Government Team/Personnel.	Positive performance evaluation
Acquisition documentation will facilitate successful MDA decision/ outcome in response to program presentations and briefings.	Support development of acquisition decision materials and to ensure adequate preparation of PM TR programs to meet their respective milestone decisions and oversight	Provided at “expert” level of performance	Not less than 95% proficiency level	Inspection Demonstration Analysis; Quarterly report of accomplishments and services; Consistency of timely, accurate reports and documents; Demonstrate expertise and knowledge of systems and report requirements; Monitor by Government Team/Personnel.	Positive performance evaluation
Preparation and submission of technical reports based on test evaluation technical conference and program events	Support to Government to track and analyze program progress with respect to contract reporting requirements, and assistance with communicating resultant analysis and assessments	Timely and accurate; Provided should be at “expert” level of performance	Not less than 95% proficiency level. Delivery of reports 100% of the times required and within the stated deadlines 95% of the time	Inspection Demonstration Analysis; Quarterly report of accomplishments and services; Consistency of timely, accurate reports and documents; Demonstrate expertise and knowledge of systems and report requirements; Monitor by Government Team/Personnel	Positive performance evaluation
Travel to locations specified by the Government in support of the mission in order to attend project related events	Support to Government to obtain data and perform systems engineering. Test and evaluation while on travel	Timely and accurate; Provided should be at “expert” level of performance	Not less than 95% proficiency level. Delivery of reports 100% of the times required and within the stated deadlines 95% of the time	Inspection Demonstration Analysis; Quarterly report of accomplishments and services; Consistency of timely, accurate reports and documents; Demonstrate expertise and knowledge of systems and report requirements; Monitor by Government Team/Personnel.	Positive performance evaluation

Capability to effectively make critical systems engineering analyses and assessments of PM managed products	Expert information being provided will result in Government Team having full awareness and understanding of status and critical technical developments related to PM products	Provided at “expert” level of performance	Not less than 95% proficiency level	Inspection Demonstration Analysis; Quarterly report of accomplishments and services; Consistency of timely, accurate reports and documents; Demonstrate expertise and knowledge of systems and report requirements; Monitor by Government Team/Personnel.	Positive performance evaluation
Perform logistics and maintenance support of PM managed products	Support provided will insure reliable operation of PM managed products under field and laboratory conditions	Provided at “expert” level of performance	Not less than 95% proficiency level	Inspection Demonstration Analysis; Quarterly report of accomplishments and services; Consistency of timely, accurate reports and documents; Demonstrate expertise and knowledge of systems and report requirements; Monitor by Government Team/Personnel.	Positive performance evaluation
Fielding of PM managed products	Support to Government to track, inventory, install and provide training for PM managed products	Timely and accurate; Provided should be at “expert” level of performance	Not less than 95% proficiency level 100% completion rate of all fieldings	Inspection Demonstration Analysis; Quarterly report of accomplishments and services; Consistency of timely, accurate reports and documents; Demonstrate expertise and knowledge of systems and report requirements; Monitor by Government Team/Personnel.	Positive performance evaluation

12.3 Attachment C – CPAR Report

[Enter Task Description Here]

CPAR FORM

FOR OFFICIAL USE ONLY (When Filled In)

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) - [Enter Task Description Here]													
<i>(Source Selection Sensitive Information)(See FAR 3.104)</i>													
1. NAME/ADDRESS OF CONTRACTOR (Division)				2.		INITIAL		INTER-MEDIATE		FINAL REPORT	ADDENDUM		
				3. PERIOD OF PERFORMANCE BEING ASSESSED									
CAGE CODE		DUNS+4 NUMBER		4a. CONTRACT AND ORDER NUMBER				4b. DOD BUSINESS SECTOR & SUB-SECTOR					
FSC OR SERVICE CODE		SIC Code		5. CONTRACTING OFFICE (ORGANIZATION AND CODE)									
6. LOCATION OF CONTRACT PERFORMANCE (If not in item 1)				7a. CONTRACTING OFFICER				7b. PHONE NUMBER					
				8. CONTRACT AWARD DATE				9. CONTRACT COMPLETION DATE					
				10. N/A									
				11. AWARDED VALUE				12. CURRENT CONTRACT DOLLAR VALUE					
				13.		COMPETITIVE				NON-COMPETITIVE			
14. CONTRACT TYPE													
	FFP		FPI		FPR		CPFF		CPIF		CPAF	MIXED	OTHER
15. KEY SUBCONTRACTORS AND DESCRIPTION OF EFFORT PERFORMED													
16. PROGRAM TITLE AND PHASE OF ACQUISITION (If applicable)													
17. CONTRACT EFFORT DESCRIPTION (Highlight key components, technologies and requirements; key milestone events and major modifications to contract during this period.)													
				CURRENT RATING									
18. EVALUATE THE FOLLOWING AREAS			PAST Rating	Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional	N/A				
a. QUALITY OF PRODUCT OR SERVICE													
b. SCHEDULE													
c. COST CONTROL													
d. BUSINESS RELATIONS													
e. MANAGEMENT OF KEY PERSONNEL *													
f. OTHER AREAS													

(1)							
(2)							

FOR OFFICIAL USE ONLY *(When Filled In)*

* Not applicable to Operations Support

[Enter Task Description Here]

CPAR FORM (continued)

FOR OFFICIAL USE ONLY *(When Filled In)*

19. N/A			
20. ASSESSING OFFICIAL (PROGRAM MANAGER OR EQUIVALENT INDIVIDUAL RESPONSIBLE FOR PROGRAM, PROJECT, OR TASK/JOB ORDER EXECUTION) NARRATIVE (SEE PARA. 1.3)			
21. TYPE NAME AND TITLE OF ASSESSING OFFICIAL (SEE PARA. 1.3)		ORGANIZATION & CODE	PHONE NUMBER
SIGNATURE		DATE	
22. CONTRACTOR COMMENTS <i>(Contractor's Option)</i>			
23. TYPE NAME AND TITLE OF CONTRACTOR REPRESENTATIVE			PHONE NUMBER
SIGNATURE			DATE
24. REVIEW BY REVIEWING OFFICIAL (Comments Optional)			

25. TYPE NAME AND TITLE OF REVIEWING OFFICIAL	ORGANIZATION AND CODE	PHONE NUMBER
SIGNATURE	DATE	

FOR OFFICIAL USE ONLY *(When Filled In)*

12.4 Attachment E- Certificate of Non-Disclosure

CERTIFICATE OF NON-DISCLOSURE

Project ID # sample

I, _____, an employee and authorized representative of _____, a Contractor providing support services to () (hereinafter), and likely to have access to nonpublic information (hereinafter **RECIPIENT**), under GSA project number _____, agree to and promise the following:

WHEREAS **RECIPIENT** is engaged in delivering support services to () under contract; and

WHEREAS it is the intention of () to protect and prevent access to and disclosure on nonpublic information to anyone other than employees of the United States Government who have a need to know; but

WHEREAS () acknowledges that **RECIPIENT** will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and therefore,

WHEREAS **RECIPIENT** may be given or otherwise have access to nonpublic information while providing such services; and finally,

WHEREAS “nonpublic information” includes such information as proprietary information (*e.g.*, information submitted by a Contractor marked as proprietary), advanced procurement information (*e.g.*, future requirements, statements of work, and acquisition strategies), technical evaluation information (*e.g.*, bids before made public, technical evaluation plans, and rankings of proposals), trade secrets and other confidential business information (*e.g.*, confidential business information submitted by a Contractor), attorney work product, information protected by the Privacy Act (*e.g.*, social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by () under the Freedom of Information act (*e.g.*, program, planning, and budgeting system information);

NOW THEREFORE, **RECIPIENT** agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a Contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which **RECIPIENT** has or is given access, **RECIPIENT** shall not use or disclose such information for any purpose other than providing the

contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If **RECIPIENT** becomes aware of any improper release or disclosure of such nonpublic information, **RECIPIENT** will advise the contracting officer or his/her representative in writing as soon as possible.

The **RECIPIENT** agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by **RECIPIENT** of nonpublic information to which **RECIPIENT** was given access, if not already destroyed, upon **RECIPIENT** leaving the contract.

RECIPIENT understands that any unauthorized use, release, or disclosure of nonpublic information in violation of this CERTIFICATE will subject the **RECIPIENT** and the **RECIPIENT's** employer to administrative, civil, or criminal remedies as may be authorized by law.

(signature) **RECIPIENT:** _____

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

12.5 Attachment F-Section 508

GSA Project ID#:

R.E.: Section 508 – Contractor Statement of Compliance

Dear GSA Contracting Officer,

<Contractor Name Here> agrees to comply to the following section 508 provisions:

All electronic and information technology (EIT) procured through this Statement of Work/Bill of Materials and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.section508.gov/index.cfm>. <Contractor Name Here> shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

Signature

12.6 Attachment I (Incoming Invited Contractor Procedure)

TDY

The requirements for entering Korea IAW USFK Regulation 700-19 are as follows:

- 1) Provide the COR a contractor letter of Identification (LOI) signed by the Government contracting officer or Government program manager. Contractor letters of ID should include the individual's name, SSN, contract number, company name and period of performance in Korea. (See attached example)



Microsoft Office
Word 97 - 2003 Document

Example LOI 1

- 2) The attached forms (USFK 700-19A-E and the AMC Personal Data Card) need to be filled out by the individual contractor who is coming into country and sent back to the COR.



Microsoft Office
Word 97 - 2003 Document

USFK 700-19A-E TDY



Microsoft Office
Word 97 - 2003 Document

AMC Personal Data Card

- 3) Provide a copy of passport with all stamped pages in it.
- 4) Provide a copy of the completed USFK Training certificate.

Training can be reached at www.usfk.mil and click on the training tab.

- 5) Once the COR receives these documents the COR can then process them for individual SOFA designation and release the approved locally generated Theater Clearance. This will indicate that the individual is cleared to enter country as far as USFK is concerned.

Permanent Party

- 1) Same procedures as above except a copy of all the stamped pages in the passport are required for the Invited Contractor only.
- 2) For dependents accompanying Permanent Party Personnel; provide a copy of marriage certificate, Copy of passport for all dependents and Birth certificates of any dependent children.



Microsoft Office
Word 97 - 2003 Document

USFK 700-19A-E Permanent Party

APPENDIX A -CONTRACTOR NON-DISCLOSURE AGREEMENT

This Agreement refers to Contract/Order _____ entered into between the US Army CECOM Contracting Center and _____ (Contractor).

As an officer of (fill in name of Contractor), authorized to bind the company, I understand that in connection with our participation in the (fill in program) acquisition under the subject Contract/Order, Contractor's employees may acquire or have access to procurement sensitive or source selection information relating to any aspect of (fill in program) acquisition. Company (fill in name) hereby agrees that it will obtain Contractor - Employee Personal Financial Interest/Protection of Sensitive Information Agreements from any and all employees who will be tasked to perform work under the subject Contract/Order prior to their assignment to that Contract/Order. The Company shall provide a copy of each signed agreement to the Contracting Officer. Company (fill in name) acknowledges that the Contractor - Employee Personal Financial Interest/Protection of Sensitive Information Agreements require Contractor's employee(s) to promptly notify Company management in the event that the employee releases any of the information covered by that agreement and/or whether during the course of their participation, the employee, his or her spouse, minor children or any member of the employee's immediate family/household has/or acquires any holdings or interest whatsoever in any other private organization (e.g., contractors, offerors, their subcontractors, joint venture partners, or team members), identified to the employee during the course of the employee's participation, which may have an interest in the matter the Company is supporting pursuant to the above stated Contract/Order. The Company agrees to educate its employees in regard to their conflict of interest responsibilities.

Company (fill in name) further agrees that it will notify the Contracting Officer within 24 hours, or the next working day, whichever is later, of any employee violation. The notification will identify the business organization or other entity, or individual person, to whom the information in question was divulged and the content of that information. Company (fill in name) agrees, in the event of such notification, that, unless authorized otherwise by the PCO, it will immediately withdraw that employee from further participation in the acquisition until the OCI issue is resolved.

This agreement shall be interpreted under and in conformance with the laws of the United States.

Signature and Date

Company

Printed Name

Phone Number

APPENDIX B - CONTRACTOR EMPLOYEE PERSONAL FINANCIAL INTEREST/PROTECTION OF SENSITIVE INFORMATION AGREEMENT

This Agreement refers to Contract/Order _____ entered into between the US Army CECOM Contracting Center and _____ (Contractor).

As an employee of the aforementioned Contractor, I understand that in connection with my involvement in the support of the above-referenced Contract/Order, I may receive or have access to certain “sensitive information” relating to said Contract/Order, and/or may be called upon to perform services which could have a potential impact on the financial interests of other companies, businesses or corporate entities. I hereby agree that I will not discuss or otherwise disclose (except as may be legally or contractually required) any such “sensitive information” maintained by US Army CECOM Contracting Center or by others on behalf of US Army CECOM Contracting Center, to any person, including personnel in my own organization, not authorized to receive such information.

“Sensitive information” includes:

- (a) Information provided to the contractor or the Government that would be competitively useful on current or future related procurements; or
- (b) Is considered source selection information or bid and proposal information as defined in FAR 2.101, and FAR 3.104-4; or
- (c) Contains (1) information about a contractor’s pricing, rates, costs, schedule, or contract performance; or (2) the Government’s analysis of that information; or
- (d) Program information relating to current or estimated budgets, schedules or other financial information relating to the program office; or
- (e) Is properly marked as source selection information or any similar markings.

Should “sensitive information” be provided to me under this Contract/Order, I agree not to discuss or disclose such information with/to any individual not authorized to receive such information. If there is any uncertainty as to whether the disclosed information comprises “sensitive information”, I will request my employer to request a determination in writing from the US Army CECOM Contracting Center Contracting Officer as to the need to protect this information from disclosure.

I will promptly notify my employer if, during my participation in the subject Contract/Order, I am assigned any duties that could affect the interests of a company, business or corporate entity in which either I, my spouse or minor children, or any member of my immediate family/household has a personal financial interest. “Financial interest” is defined as compensation for employment in the form of wages, salaries, commissions, professional fees, or fees for business referrals, or any financial investments in the business in the form of direct stocks or bond ownership, or partnership interest (excluding non-directed retirement or other mutual fund investments). In the event that, at a later date, I acquire actual knowledge of such an interest or my employer becomes involved in

proposing for a solicitation resulting from the work under this Contract/Order, as either an offeror, an advisor to an offeror, or as a subcontractor to an offeror, I will promptly notify my employer. I understand this may disqualify me from any further involvement with this Contract/Order, as agreed upon between US Army CECOM Contracting Center and my company.

Among the possible consequences, I understand that violation of any of the above conditions/requirements may result in my immediate disqualification or termination from working on this Contract/Order pending legal and contractual review.

I further understand and agree that all Confidential, Proprietary and/or Sensitive Information shall be retained, disseminated, released, and destroyed in accordance with the requirements of law and applicable Department of Defense or US Army CECOM Contracting Center directives, regulations, instructions, policies and guidance.

This Agreement shall be interpreted under and in conformance with the laws of the United States.

I agree to the Terms of this Agreement and certify that I have read and understand the above Agreement. I further certify that the statements made herein are true and correct.

Signature and Date

Company

Printed Name

Phone Number